

Clay Point Associates, Inc.

www.claypointassociates.com



DESIGN DOCUMENT

for

Removal of Asbestos Containing Materials

OWNER:

Springfield Housing Unlimited
c/o Housing Vermont
100 Bank Street, Suite 400
Burlington, Vermont

PROJECT SITE:

Woolson Block
31 – 41 Main Street
Springfield, Vermont

CPAI PROJECT #13133

October 11, 2017

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SPRINGFIELD HOUSING UNLIMITED

Design Document for
Removal of Asbestos Containing Materials
Woolson Block
31 – 41 Main Street
Springfield, Vermont

October 11, 2017

INTRODUCTION

Springfield Housing Unlimited (hereinafter referred to as Owner) invites separate sealed bids from qualified asbestos abatement contractors (hereinafter referred to as Bidder) for proper removal of designated asbestos containing materials on/within the Woolson Block, 31 – 41 Main Street, Springfield, Vermont (hereinafter referred to as the Project).

Work is being performed prior to demolition of a portion of the structure and a gut renovation in remaining areas. Work will be funded in part through VCDP, HOME, AHP, 3E Thermal and Efficiency Vermont, and may also include partial funding through a U.S. EPA Brownfields Cleanup Grant. Davis Bacon wages will apply. Minority-owned, Women-owned, locally owned and Section 3 businesses are encouraged to apply

On October 11, 2017, a representative of each Bidder met on-site for a mandatory pre-bid conference and site inspection to gain information relative to the Project. This pre-bid conference was conducted by Owner and Clay Point Associates, Inc. (Owner's professional representative, hereinafter referred to as Owner's Representative). The knowledge gained from this pre-bid conference, and the requirements outlined in this Design Document presents each Bidder with adequate information to provide Owner with a fair and reasonable price for proper performance of the specified environmental abatement activities.

All work performed on/within the Woolson Block shall be considered an asbestos abatement project or a Section 6 asbestos abatement activity (as designated) in accordance with the Vermont Regulations for Asbestos Control, V.S.A. Title 18, Chapter 26 (VRAC). A description of the bid can be found in the Bid Description section of this Design Document. Bids shall be submitted on the attached Bid Form.

Owner has an excellent asbestos compliance record to date and intends to select a contracting firm (hereinafter referred to as Contractor) who will maintain strict regulatory compliance at all times. Specific Contractor selection criteria is detailed in the General Information section of this Design Document. Owner reserves the right to reject any and all bids, to accept or reject any part of any bid, to waive any or all informalities of any bid, and to accept the bid that appears to be in the best interest of Owner.

The Project design has been developed by Owner's Representative with consideration of technical input provided by the Vermont Department of Health, Asbestos Regulatory Program and the U.S. Environmental Protection Agency. Therefore, it can be assumed that all work shall be subject to on-site inspection and continual and close scrutiny by appropriate Federal, State and Local regulatory officials.

GENERAL INFORMATION

The following shall apply to the Project:

- 1) A mandatory pre-bid conference shall be held on October 11, 2017 at 1:30 pm at the Woolson Block, 31 – 41 Main Street, Springfield, Vermont. The Design Document will be available to all Bidders at this time. The pre-bid conference and site inspection shall be administered by Owner and Owner's Representative. Bidders who do not attend both the pre-bid conference and site inspection shall not be eligible to provide a bid package to Owner.
- 2) By submitting a bid package, Bidder acknowledges that they have investigated and satisfied themselves as to the conditions affecting the Project, including but not limited to physical conditions of the site which may bear upon site access, handling and storage of tools, equipment and materials, access to water, electricity, and other utilities, and worker safety considerations. Any failure by Bidder to acquaint themselves with available information will not relieve Bidder from the responsibility for estimating properly the difficulty and/or cost of successfully performing the work. Owner and Owner's Representative shall not be responsible for any conclusions or interpretations made by Bidder on the basis of the information made available by Owner or Owner's Representative.
- 3) Bidders shall have the opportunity to discuss discrepancies, ask questions, or seek information or clarification concerning the Project prior to the bid submission deadline. Owner's Representative shall issue formal addendum to the Design Document as necessary. All questions concerning the Project shall be in the form of a written request for clarification, addressed to Owner's Representative, Kyle Austin, Clay Point Associates, Inc., austin@claypointassociates.com, 802-879-2600. Bidders shall be allowed to access the building during normal working hours prior to the appropriate bid submission deadline. Bidders shall contact Owner's Representative to arrange a site visit.
- 4) Bidders shall mail or deliver their bid package in a sealed envelope, plainly marked "Woolson Block Asbestos Abatement Project" to:

Mr. Kyle Austin
Clay Point Associates, Inc.
P.O. Box 1254/25 Bishop Avenue
Williston, Vermont 05495

Bid packages shall be received until 3:00 pm, October 20, 2017. Bid packages that are received after 3:00 pm, October 20, 2017 shall not be considered by Owner. Bid packages shall not be delivered electronically or by FAX communication. Modification or withdrawal of a bid package may be made in writing, and shall only be considered valid if received at the above address no later than 3:00 pm, October 20, 2017. No Bidder may withdraw their bid package/price within one hundred and eighty (180) calendar days after the bid submission deadline.

- 5) Owner shall review all submitted bid packages and is intending to select Contractor(s) on or before October 25, 2017. Owner reserves the right to reject any and all qualification and bid packages, to accept or reject any part of any bid, to waive any or all informalities of any bid, and to accept the bid which appears to be in the best interest of Owner. Specific Contractor selection shall be based on the following:
 - a) Proper certification of Bidder and Bidder's employees in accordance with the Vermont Regulations for Asbestos Control.
 - b) Successful completion of similarly sized projects within the last three (3) years.
 - c) Adequate insurance coverage. Specific insurance requirements are detailed in the Bid Package section, Page #7, Item #7.
 - d) Experience with timely and accurate Davis Bacon wage reporting submissions.
 - e) Staffing capacity.
 - f) Regulatory and Safety History.
 - g) Key personnel assigned to the Project.
 - h) Bidders ability to work within Owner's timeframe.
 - i) Cost.

- 6) Contractor shall attend a mandatory pre-construction meeting at the time and date indicated in the Project Timetable. This meeting will be held at the Woolson Block. A representative of Owner's Representative and Contractor shall attend this meeting. Contractor's on-site Supervisor for the Project shall also be present at this meeting. The pre-construction meeting shall be administered by Owner and Owner's Representative. At the time of the pre-construction meeting, Contractor shall submit a written document detailing their intended timeline for accomplishment of abatement work area setup, demolition of specified items, gross asbestos removal, initial cleaning, final cleaning, and abatement work area takedown. Contractor shall be responsible for compliance with the timeline they have submitted.
At the time of the pre-construction meeting, Owner, Owners' Representative, and Contractor shall identify all pre-existing damage to items, surfaces, and finishes in/around the abatement work areas. Owner's Representative shall document all pre-existing damages that have been identified.

- 7) Contractor shall attend weekly mandatory construction progress meetings at the time and dates indicated in the Project Timetable. This meeting will be held at the Woolson Block. A representative of Owner, Owner's Representative, and Contractor shall attend this meeting. Contractor's on-site Supervisor for the Project shall also be present at this meeting. The construction progress meeting shall be administered by Owner's Representative. Discussion during this meeting shall focus on evaluation of Contractor's job progress relative to the timeline submitted by Contractor at the pre-construction meeting as well as other relevant topics.

- 8) Contractor shall perform the work in accordance with the Project Timetable. Specific work hours shall be established during the pre-construction meeting and shall be mutually agreeable to Owner, Owner's Representative, and Contractor.

PROJECT TIMETABLE

DATE	ACTIVITY
October 11, 2017/1:30 pm	Mandatory Pre-Bid Conference, Woolson Block, 31 – 41 Main Street, Springfield, Vermont. Walkthrough and discussion to follow initial meeting.
October 20, 2017/3:00 pm	Bid Submittal Package due to Owner Representative.
October 25, 2017 or sooner	Owner selects contractor(s).
October 27, 2017, or sooner	Contractor shall submit application for Project Permit to Vermont Department of Health and Notification of Demolition/ Renovation to U.S. EPA Region 1.
November 3, 2017 or sooner	Contractor shall submit a proposed contract/agreement for review by Owner/Owner’s Representative.
November 8, 2017	Pre-construction meeting with Contractor (including Contractor's Supervisor), Owner, and Owner's Representative. Held at the Woolson Block. Owner/Contractor agreement shall be executed on or before this date.
November 13, 2017	Phase #1 project start date.
November 15 & 29, December 6 & 13, 2017 at 10:00 am	Job Progress Meetings at Woolson Block
November 30, 2017	Contractor shall submit payment application #1 for 45% of Phase #1 contract amount.
December 15, 2017 or sooner	Phase #1 Project completion date. Contractor shall submit payment application #2 for 45% of Phase #1 contract amount.
(continued)	

DATE	ACTIVITY
January 15, 2017	Contractor shall provide Owner and Owner's Representative with their Phase #1 Project Closure Report, including properly completed documentation of disposal forms (waste shipment records).
February/April 2018	Partial Phase #2/Phase #3 project start date.
to be determined	Job Progress Meetings at Woolson Block (Partial Phase #2/Phase #3).
Two (2) weeks after Partial Phase #2/Phase #4 project start date	Partial Phase #2/Phase #3 project completion date. Contractor shall submit payment application #3 for 30% of Phase #2 contract amount and 90% of Phase #3 contract amount.
July/August 2018	Remaining Phase #2/Phase #4/Add Alternate #1 (if applicable) project start date.
to be determined	Job Progress Meetings at Woolson Block (remaining Phase #2/Phase #4/Add Alternate #1).
to be determined	Remaining Phase #2/Phase #4/Add Alternate #1 project completion date. Contractor shall submit payment application #4 for 60% of Phase #2 contract amount, 90% of Phase #4 contract amount, and 90% of Add Alternate #1 contract amount (if applicable).
to be determined	Contractor shall provide Owner and Owner's Representative with their Phase #2, Phase #3, Phase #4 and Add Alternate #1 (if applicable) Project Closure Report, including properly completed documentation of disposal forms (waste shipment records).
to be determined	Contractor shall submit payment application #5 for 10% of Phases #1, #2, #3 and #4 contract amounts and Add Alternate #1 (if applicable) contract amount.

Owner reserves the right to modify the Project Timetable at their discretion due to circumstances that may develop after the date of the pre-bid conference. The Project will not start sooner than the dates specified above. In the event the Project Timetable requires modification, the Project duration (i.e., number of working days within the specified timeframe) will remain the same as specified above.

BID PACKAGE

Bidders shall provide the following information in their bid submittal package to Owner. This information will be used to assist Owner with evaluation of Bidder's ability to successfully complete the Project. Bid packages which do not contain all of this information or which provide inaccurate information shall be judged incomplete and shall not be considered by Owner.

1. All bids shall be submitted on the attached Bid Form (Appendix 5). All blank spaces must be completed and the Bid Form must be signed by a duly authorized representative of Bidder. Erasures or other changes to the Bid Form must be explained or noted over the signature of Bidder. Owner may consider as invalid any bid on which there is an alteration of or departure from the Bid Form.
2. All bids shall accompanied by a bid bond, certified check or cashier's check in the amount of no less than 5% of Base Bid (total of Phases #1 - #4). The bid bond shall be on A.I.A. Form A310 and shall be duly executed by Bidder as principal, having as surety thereon a surety company approved by Owner and registered/licensed to do business in the State of Vermont.
Bid security shall only be provided in one (1) form as detailed above.
Bid security shall be forfeited if a Bidder who has been awarded the contract fails to execute the Owner Contractor Agreement within thirty-nine (39) calendar days of notification by Owner.
Bid security for the selected Contractor (if certified check or cashier's check) shall be returned after the Owner/Contractor Agreement has been signed.
Bid security for unsuccessful Bidders (if certified check or cashier's check) shall be returned no later than thirty (30) calendar days after the contract has been awarded.
3. Bidders shall provide a project reference list. This list shall include all asbestos abatement projects which have been completed by Bidder during calendar years 2015, 2016 and 2017 (too date). Bidders shall indicate which projects listed were performed under occupied conditions. In addition, Bidders shall indicate at least three (3) projects that were conducted by the Supervisor listed on the Bid Form. All projects listed shall have been completed by Bidder. Projects previously completed by current employees while with other contracting firms do not qualify. The project reference list shall include the name, address, and telephone number of a contact person who is familiar with Bidder's work for each of the projects, the date each project was started/completed and the contract amount.
4. On a separate piece of letterhead addressed to Owner, Bidders shall provide a statement describing all enforcement actions (including, but not limited to, citations, orders, notices of violation, notices of non-compliance, penalties, or fines) which have been initiated or issued by a Federal, State, or Local regulatory agency against Bidder, or any employee of Bidder, for any work performed at any time in the past. This statement shall include a general description of the project, a detailed description of the nature of the action(s), including the name of the regulatory agency taking the

action(s), and a description of the current status or ultimate resolution of the action(s). This statement shall be notarized and signed by an Officer or Owner of Bidder.

5. On a separate piece of letterhead addressed to Owner, Bidders shall provide a statement describing all penalties assessed against Bidder caused by non-compliance with any asbestos abatement specification or Design Document (including but not limited to, liquidated damages and over-runs in specified time limitations), for any work performed at any time in the past. This statement shall be notarized and signed by an Officer or Owner of Bidder.
6. On a separate piece of letterhead addressed to Owner, Bidders shall provide a statement describing all past or current asbestos-related legal proceedings, claims, or contract terminations against Bidder, or any current employee of Bidder, for any work performed at any time in the past. This statement shall be notarized and signed by an Officer or Owner of Bidder.
7. Bidders shall provide documentation of current/intended insurance coverage. At minimum, the following shall be provided.

Owner shall be named as certificate holder and additional insured on each certificate.

Each certificate shall specifically name this Project and state that coverage is for asbestos operations.

Bidders insurance carrier(s) shall be approved by Owner and properly licensed and registered to do business in the State of Vermont.

The amounts shall be written for not less than the following limits, or greater if required by law:

- | | | |
|----|---|-----------------------------|
| 1. | Worker's Compensation | Statutory |
| | | \$1,000,000. per occurrence |
| 2. | Comprehensive General Liability: | |
| | Bodily Injury | \$2,000,000. per occurrence |
| | Property Damage | \$2,000,000. per occurrence |
| 3. | Business Auto Liability (including Owner, Hired and Non-Owned Vehicles): | |
| | Bodily Injury | \$1,000,000. per occurrence |
| | Property Damage | \$1,000,000. per occurrence |
| 4. | Excess Asbestos Liability Insurance in Addition to General Liability Coverage | \$2,000,000. per occurrence |

8. Project security shall be required for the Project.
Bidders shall provide documentation of availability of Project performance, labor, material and payment bonding for 100% of the Base Bid (total of Phases #1 - #4) price, or,
Bidders shall provide documentation of availability of an irrevocable letter of credit or certified bank check in the amount of 50% of Base Bid (total of Phases #1 - #4). Proper documentation shall be in the form of a letter on Bidder's financial institution letterhead addressed to Owner.
Bidder's bonding company/financial institution shall be approved by Owner and licensed and registered to do business in the State of Vermont.
If Bidder proposes an alternate form of project security, including but not limited to, provision of a certified bank check or irrevocable letter of credit, Bidder shall provide documentation of availability of the proposed alternate form of project security.
9. Bidders shall submit documentation of proper certification by the Vermont Department of Health to perform asbestos abatement activities in the State of Vermont.
10. Bidders shall submit the Section 3 Contractor Certification Form (see Appendix #4).

Bidders may provide additional information with their bid package that may assist Owner during the Contractor selection process.

PROJECT SUMMARY

In brief, Contractor shall be required to remove all designated asbestos containing materials from on/within the Woolson Block, 31 – 41 Main Street, Springfield, Vermont.

The Project shall consist of three (3) Asbestos Abatement Phases.

Phase #1 shall be proper removal of all designated asbestos containing materials from within the Woolson Block and demolition/disposal of designated water damaged building materials in the basement. Removal of all asbestos containing materials from within the Woolson Block shall be considered an asbestos abatement project or a Section 6 asbestos removal activity in accordance with the Vermont Regulations for Asbestos Control (VRAC).

Phase #2 shall be proper removal and/or repair of all designated asbestos containing caulking materials at the exterior of the Woolson Block. Removal/repair of all asbestos containing caulking materials at the exterior of the Woolson Block shall be considered an asbestos abatement project in accordance with VRAC.

Phase #3 shall be proper removal of all designated asbestos containing roofing materials from the lower southwest roof at the Woolson Block. Removal of all asbestos containing materials from the lower southwest roof at the Woolson Block shall be considered a Section 6 asbestos removal activity in accordance with VRAC.

Phase #4 shall be proper removal of all designated asbestos containing roofing materials from the main roof, the lower southeastern roof, and the roof below the wood framed/sided structure adjacent to the lower southeast roof at the Woolson Block. Removal of all asbestos containing materials from the main roof, the lower southeastern roof, and the roof below the wood framed/sided structure adjacent to the lower southeast roof at the Woolson Block shall be considered a Section 6 asbestos removal activity in accordance with VRAC.

Add Alternate #1 shall be demolition of the shed structure located at the 3rd floor level that is accessed from the roof at the southeast corner of the Woolson Block, 31 – 41 Main Street, Springfield, Vermont. All waste generated during demolition activities shall be placed into General Contractors dumpster for disposal at General Contractors expense.

BID DESCRIPTION

BASE BID –Phase #1

The Project shall be removal of all designated asbestos containing materials from within the Woolson Block, 31 – 41 Main Street, Springfield, Vermont. All work shall be performed in accordance with the October 11, 2017 Design Document for Removal of Asbestos Containing Materials, and all applicable Federal, State, and Town of Springfield regulations. The Design Document approximately describes asbestos materials and quantities to be removed (Table 1) as well as certain technical requirements. Relevant site conditions were described and shown during the October 11, 2017 pre-bid conference. The specific boundaries of the Phase #1 abatement work areas were described and shown during the October 11, 2017 site inspection, and are indicated on the Asbestos Abatement Drawings (Phase #1). The Project shall be performed in accordance with Owner's specified Timeframe as detailed in the Design Document. Clearance air sample collection shall be performed in accordance with V.S.A. Title 18, Chapter 26, Vermont Regulations for Asbestos Control (VRAC). Clearance air samples shall be analyzed by Phase Contrast Microscopy (PCM). The clearance procedure following Section asbestos removal activities shall be a comprehensive visual inspection. All professional activities related to the Project shall be performed by Owner's Representative. When developing their bid price, Bidder's shall include the cost for carrying asbestos liability insurance and appropriate Town of Springfield building permit (if applicable).

BASE BID –Phase #2

The Project shall be removal/repair of all designated asbestos containing caulking materials at the exterior of the Woolson Block, 31 – 41 Main Street, Springfield, Vermont. All work shall be performed in accordance with the October 11, 2017 Design Document for Removal of Asbestos Containing Materials, and all applicable Federal, State, and Town of Springfield regulations. The Design Document approximately describes asbestos materials and quantities to be removed (Table 1) as well as certain technical requirements. Relevant site conditions were described and shown during the October 11, 2017 pre-bid conference. The specific boundaries of the Phase #2 abatement work areas were described and shown during the October 11, 2017 site inspection, and are indicated on the Asbestos Abatement Drawing (Phase #2). The Project shall be performed in accordance with Owner's specified Timeframe as detailed in the Design Document. Contractor shall submit a request to the Vermont Department of Health in accordance with V.S.A. Title 18, Chapter 26, Vermont Regulations for Asbestos Control (VRAC), to waive performance of clearance air sample collection/analysis. The clearance procedure following removal/repair of asbestos containing caulking materials shall be a comprehensive visual inspection. All professional activities related to the Project shall be performed by Owner's Representative. When developing their bid price, Bidder's shall include the cost for carrying asbestos liability insurance and appropriate Town of Springfield building permit (if applicable).

BASE BID –Phase #3

The Project shall be removal of all designated asbestos containing roofing materials from the lower southwest roof at the Woolson Block, 31 – 41 Main Street, Springfield, Vermont. All work shall be performed in accordance with the October 11, 2017 Design Document for Removal of Asbestos Containing Materials, and all applicable Federal, State, and Town of Springfield regulations. The Design Document approximately describes asbestos materials and quantities to be removed (Table 1) as well as certain technical requirements. Relevant site conditions were described and shown during the October 11, 2017 pre-bid conference. The specific boundaries of the Phase #3 abatement work area were described and shown during the October 11, 2017 site inspection, and are indicated on the Asbestos Abatement Drawing (Phase #3 & #4). The Project shall be performed in accordance with Owner's specified Timeframe as detailed in the Design Document. The clearance procedure following removal of asbestos containing roofing materials shall be a comprehensive visual inspection. All professional activities related to the Project shall be performed by Owner's Representative. When developing their bid price, Bidder's shall include the cost for carrying asbestos liability insurance and appropriate Town of Springfield building permit (if applicable).

BASE BID –Phase #4

The Project shall be removal of all designated asbestos containing roofing materials from the main roof, the lower southeastern roof, and the roof below the wood framed/sided structure adjacent to the lower southeast roof at the Woolson Block, 31 – 41 Main Street, Springfield, Vermont. All work shall be performed in accordance with the October 11, 2017 Design Document for Removal of Asbestos Containing Materials, and all applicable Federal, State, and Town of Springfield regulations. The Design Document approximately describes asbestos materials and quantities to be removed (Table 1) as well as certain technical requirements. Relevant site conditions were described and shown during the October 11, 2017 pre-bid conference. The specific boundaries of the Phase #4 abatement work area were described and shown during the October 11, 2017 site inspection, and are indicated on the Asbestos Abatement Drawing (Phase #3 & #4). The Project shall be performed in accordance with Owner's specified Timeframe as detailed in the Design Document. The clearance procedure following removal of asbestos containing roofing materials shall be a comprehensive visual inspection. All professional activities related to the Project shall be performed by Owner's Representative. When developing their bid price, Bidder's shall include the cost for carrying asbestos liability insurance and appropriate Town of Springfield building permit (if applicable).

Add Alternate #1

The Project shall be demolition of the shed structure located at the 3rd floor level that is accessed from the roof at the southeast corner of the Woolson Block, 31 – 41 Main Street, Springfield, Vermont. All waste generated during demolition activities shall be placed into General Contractors dumpster for disposal at General Contractors expense. All work shall be performed in accordance with the October 11, 2017 Design Document for Removal of Asbestos Containing Materials, and all applicable Federal, State, and Town of Springfield regulations. Relevant site conditions were described and shown during the October 11, 2017 pre-bid conference. The specific boundaries of the Add Alternate #1 work area were described and shown during the October 11, 2017 site inspection. The Project shall be performed in accordance with Owner's specified Timeframe as detailed in the Design Document. When developing their bid price, Bidder's shall include the cost for carrying appropriate Town of Springfield building permit (if applicable).

GENERAL REQUIREMENTS

The following is an outline of general requirements to be implemented by Contractor during removal of all designated asbestos containing materials from on/within the Woolson Block, 31 – 41 Main Street, Springfield, Vermont.

At minimum, the following requirements shall be implemented by Contractor during performance of the Project.

Adherence to these requirements shall not release Contractor from responsibility for strict compliance with all applicable Federal, State, and Local regulations pertaining to asbestos abatement projects, the asbestos abatement industry, general worker safety, general construction, and general business practices throughout the duration of the Project.

A partial listing of regulations which shall apply to the Project includes, but is not limited to:

The Vermont Regulations for Asbestos Control,
V.S.A. Title 18, Chapter 26, Effective February 1987,
as amended November 1995 (Vermont Department
of Health, Division of Environmental Health)

40 CFR Part 61, National Emission Standards for
Hazardous Air Pollutants, Asbestos NESHAPS
Revision; Final Rule, November 20, 1990 (United
States Environmental Protection Agency)

29 CFR 1926.1101, Construction Industry Standard
for Asbestos (VOSHA, Vermont Department of Health,
Division of Occupational and Radiological Health)

29 CFR 1910.134, General Standard for Respiratory
Protection (VOSHA, Vermont Department of
Health, Division of Occupational and Radiological
Health)

Contractor shall be responsible for compliance with all applicable Federal, State and Local regulations, including newly promulgated regulations that may become applicable during the course of the bid process and during performance of the Project. The most recent addition of an applicable regulation shall be in effect. Where conflict exists between applicable regulations or within this Design Document, the most stringent requirement shall be in effect.

1. WRITTEN AGREEMENT BETWEEN OWNER/CONTRACTOR

Contractor and Owner shall enter into a written contractual agreement on or before the time stated in the Project Timetable.

Contractor shall prepare the agreement.

The format of the agreement will be AIA-A107, Standard Form of Agreement between Owner and Contractor for a Project of Limited Scope and the AIA-A201 General Conditions of the Contract as amended by Owner (attached as Appendix 5).

Contractor shall provide Owner with current certificate(s) of insurance and project bonds (or other form of security) as required by Owner for inclusion in the agreement.

The signature page of this Design Document shall be duly executed by Contractor prior to performance of any on-site work related to the Project.

2. CONDUCT OF CONTRACTOR'S PERSONNEL/USE OF PREMISES

Contractor shall at all times enforce strict discipline and good order among their employees, and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to them. Inappropriate and/or profane language shall not be used by any employee or subcontractor of Contractor at any time throughout the duration of the Project. Contractor shall confine their apparatus, materials, equipment, and the operation of their employees to the limits required by law and the direction of Owner and Owner's Representative. Contractor shall coordinate their work to cause the least amount of disturbance/interaction with adjacent neighbors and the general public.

3. SUPERVISION BY THE CONTRACTOR

Contractor shall give efficient supervision to the Project, using their best skill and attention. Contractor shall have a qualified, competent representative on-site at all times throughout the duration of the Project who will serve as Project Supervisor. Contractor's choice of Project Supervisor shall be acceptable to Owner. The Project Supervisor shall be certified as an Asbestos Supervisor in accordance with the Vermont Regulations for Asbestos Control and accredited as an Asbestos Project Supervisor in accordance with 40 CFR Part 763, Asbestos Containing Materials in Schools; Final Rule and Notice. In addition, the Project Supervisor shall possess at least one (1) year of work experience as an asbestos abatement project supervisor. The Project Supervisor shall not be changed, except with the consent of Owner, unless the Project Supervisor ceases to be in Contractor's employ. The Project Supervisor shall have the ability to communicate fluently in English. The Project Supervisor shall also have adequate knowledge of CPR and First Aid techniques.

4. QUALIFICATION OF CONTRACTOR'S PERSONNEL

Contractor, and all personnel employed by Contractor, who at any time participate in the Project shall be properly certified, registered, licensed, and accredited according to all applicable Federal, State, and Local asbestos regulations. A copy of all documents that

confirm proper qualification shall be provided by Contractor to Owner and Owner's Representative prior to performance of any on-site work related to the Project. A copy of all documents that confirm proper qualification shall be maintained on-site by Contractor at all times throughout the duration of the Project.

Contractors who intend to utilize resident or non-resident alien labor to work on the Project shall provide adequate written documentation to Owner for each individual prior to the start of the employees' activities on-site. Adequate documentation shall include, but not be limited to, positive identification provided by the individual and some form of written statement signed by a representative of the United States Immigration and Naturalization Service stating that the individual is eligible to work on the Project. Owner's decision regarding eligibility of Contractor's personnel shall be final.

5. OWNER TOBACCO/DRUG POLICY

Contractor shall conduct all of their activities in compliance with Owner policies regarding tobacco use and maintenance of a drug free workplace throughout the duration of the Project.

6. OWNER HARASSMENT/SEXUAL HARASSMENT/NON-DISCRIMINATION POLICIES

Contractor shall conduct all of their activities in compliance with Owner policies regarding harassment, sexual harassment and non-discrimination throughout the duration of the Project.

7. PARKING

Contractor shall comply with Owner policies regarding parking throughout the duration of the Project.

8. PATENTS

Contractor shall, for all time, secure to Owner and Owner's Representative the free and undisputed right to the use of any and all patented articles or methods used throughout the duration of the Project, and shall defend, at their own expense, any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, Contractor shall pay such awards and hold Owner and Owner's Representative harmless in connection with any patent suits that may arise as a result of installations made by Contractor as to any awards made thereunder.

9. NOTIFICATIONS

Contractor shall be responsible for obtaining and/or providing all written/verbal notifications/project permits to all appropriate Federal, State, and Local agencies. Contractor shall be responsible to pay for all required notifications. A copy of all Contractor notifications shall be provided by Contractor to Owner and Owner's Representative prior to performance of any on-site work related to the Project.

Contractor shall be responsible for obtaining and/or providing all written/verbal building permits to all Local agencies. Contractor shall be responsible to pay for all required building permits. A copy of all Contractor building permits shall be provided by Contractor to Owner and Owner's Representative prior to performance of any on-site work related to the Project.

Contractor shall notify the appropriate local Police Department, Fire Department, Rescue Service, and local Health Officer of the Project prior to the start of the Project. Notification shall include procedures for non-certified/non-accredited personnel to enter the

personnel decontamination structure and/or abatement work area in the event of an emergency situation. Documentation of all Contractor notifications to local authorities shall be provided by Contractor to Owner and Owner's Representative prior to performance of any on-site work related to the Project.

Contractor shall not perform any on-site work, including, but not limited to, equipment load-in and setup, until all notification requirements have been fulfilled.

10. PROJECT MONITORING

Owner's Representative shall perform on-site monitoring of Contractor throughout the duration of the Project. Owner and Owner's Representative shall have the authority to stop Contractor's work at any time throughout the duration of the Project under the following circumstances:

- Contractor's work does not comply with applicable Federal, State, or Local regulations.
- Contractor's work does not comply with Owner Policies and Procedures.
- Contractor's work does not comply with the Project Design Document.
- Contractor's work presents a potential immediate or future health hazard to workers and/or adjacent building occupants.

At Owner or Owner's Representative request, Contractor shall immediately stop all activities and immediately correct any deficiency in their work. Contractor shall not start work again without approval of Owner or Owner's Representative.

11. EXTENSION OF PROJECT TIMEFRAME - FINANCIAL RESPONSIBILITY

Contractor shall be responsible for payment of all costs to Owner as a result of unapproved extension of the Project timeframe, including, but not limited to, payment of all costs of project monitoring by Owner's Representative (i.e., any work that exceeds the per day timeframe, occurs on weekends and holidays, and occurs after the Project completion date). All project monitoring shall be performed by Owner's Representative.

12. CLEARANCE AIR MONITORING - FINANCIAL RESPONSIBILITY

Owner shall be responsible for payment of the cost of the initial visual inspection, initial air sample collection, and initial air sample analysis for completion of the Project in accordance with the requirements of VRAC.

All additional costs for re-cleaning of the abatement work area, additional air sample collection, additional air sample analysis, and professional services related to completion of the Project after the initial procedure has been performed, shall be the responsibility of Contractor. All additional professional services required to complete the Project shall be performed by Owner's Representative. Reanalysis of initial clearance air samples using an alternative analysis methodology other than specified shall not be acceptable for project clearance.

13. DELIVERY OF MATERIALS

Contractor shall deliver all materials for the Project in the original packages, containers, or bundles bearing the name of the manufacturer and/or the brand name. Damaged, deteriorated, contaminated, or previously used materials shall not be brought onto

Owner property.

14. DAMAGES

Owner shall be responsible for reasonable damage that is caused by Contractor during proper performance of the Project. Reasonable damage shall include, but not be limited to, minor peeling of surfaces due to use and takedown of waterproof tape, and reasonable deposition of spray adhesive material on surfaces in and around the abatement work area. Contractor shall be responsible for repair, or the cost of repair, of all unreasonable damage that occurs on/within all buildings on-site and on the property as a result of Contractor's activities, or for unreasonable damages caused indirectly by Contractor. Unreasonable damage shall include, but not be limited to, damage to building system equipment (including, but not limited to, fire detection, sprinkler, electrical, heating, ventilating, and air conditioning equipment), as well as unreasonable damage to other surfaces, structures, equipment, or materials within or outside the specified abatement work area. In addition, unreasonable damage caused by uncontrolled water used during the Project, and unreasonable damage to surfaces caused by removal of critical and/or containment barriers, shall be the responsibility of Contractor.

15. WARRANTY

Contractor shall promptly make good, without cost to Owner, any and all defects due to faulty workmanship, equipment, and/or materials which may appear within one (1) calendar year from the date of release by Owner from on-site obligations.

16. CHANGE ORDERS

Should Contractor encounter latent conditions during performance of the Project differing significantly from those shown in the Design Document or seen during the pre-bid walkthrough, or unknown conditions of an unusual nature differing significantly from those already encountered during performance of the Project, Contractor shall notify Owner's Representative prior to disturbance of the conditions. Owner's Representative shall promptly investigate the conditions. If, in the opinion of Owner and Owner's Representative, conditions do so differ, the Owner/Contractor agreement shall, with the approval of Owner, be modified by a written change order, to provide for any increase or decrease in cost resulting from such conditions.

Should such alterations result in increased or decreased cost to Contractor, a fair and equitable sum shall be agreed upon in writing before such work is begun. The cost shall be added to or deducted from the agreement amount by means of a written change order prepared by Owner's Representative. The change order shall, at minimum, state the nature of the change, the location, the itemized estimate of unit quantities, the add/deduct price, and the reason for the change. When the change order has been duly executed by Owner and Contractor, it shall become part of the Owner/Contractor agreement.

17. FEDERAL ATTACHMENTS/APPLICATION FOR PAYMENT

Work will be funded in part through VCDP, HOME, AHP, 3E Thermal and Efficiency Vermont, and may also include partial funding through a U.S. EPA Brownfields Cleanup

Grant, and is subject to strict conditions. The project shall be subject to Davis-Bacon wage rates.

Contractor is hereby notified that he/she has specific responsibilities relative to compliance with these conditions. The attachment to the contract provides an outline to these conditions and regulations. It is Contractor's responsibility to review the specific statutes, acts, and executive orders referenced in the attachment. The Contractor who is awarded the Project will be required to sign all documents included in this attachment. The attachment to the contract is described as Appendix 3 to this Design Document and includes applicable Davis-Bacon wage rates as of the date of this Design Document.

The Application for Payment shall be detailed and include an itemization of all work performed by the Contractor for the period covered by the application, a statement describing the work that was performed using such labor and material and releases of any liens by subcontractors, laborers or material suppliers. Each pay application must be accompanied with waiver of liens on form included in the Design Document; and Certified Payroll sheets to comply with the Davis-Bacon Act. Upon approval of such application by the Owner, the Contractor shall be paid one hundred percent (100%) of the approved amount contained in the application, less ten percent (10%) retainage, to be held until final payment. Payment applications shall be in accordance with Project Timetable. The Owner shall make payment to the Contractor twenty (20) days after submission of approved pay requisition. Final payment shall be held until the Owner receives asbestos waste disposal manifest documentation from an approved landfill.

PROJECT SUPPORT SYSTEMS/SERVICES

1. WATER SUPPLY

Owner shall be responsible for providing all water necessary for proper completion of specified activities throughout the duration of the Project. Contractor shall be responsible for providing all wetting equipment, including hoses, nozzles and couplings, to bring water to the appropriate abatement work areas. Sufficient water shall be available to allow proper wetting of asbestos, proper cleaning of the abatement work areas, and proper personnel decontamination. The abatement work area water supply shall not be located in the specified abatement work areas. The control for water supplying the shower in the decontamination structure shall be located outside of the abatement work area. Contractor shall shut off all water supplying the abatement work area and decontamination structure shower at the end of each day's work.

2. FIRE DETECTION/SPRINKLER SYSTEMS

Contractor shall communicate with Owner and the local fire official to consider fire detection and/or sprinkler systems located in and around the abatement work area. Fire officials may require that fire detection and sprinkler systems be operational throughout the duration of the Project. In this case, Contractor shall ensure that all system components remain operational, all components are allowed to function to their full potential, no components become asbestos contaminated, and no components are damaged throughout the duration of the Project. Contractor shall obtain written documentation from the local fire official, if the official grants permission to shut down or modify the fire detection and/or sprinkler system. Fire detection/sprinkler system shut down or modification procedures which are necessary shall be performed by Owner at Owner expense.

3. ELECTRICITY

Owner shall ensure that electrical service remains active at the building for use by Contractor. In the event that all electricity located in, running through, or servicing the abatement work areas cannot be shut down, Contractor shall take proper precautions that ensure proper electrical safety throughout the duration of the project. These precautions shall be fully documented during the mandatory pre-construction meeting. Contractor shall provide an adequate power panel, providing ground fault circuit interrupter protection, for Owner's electrician to connect to existing electrical panels in the buildings at Owner's expense. Owner shall be responsible for the cost of all power used during the Project. Contractor's power panel shall not be located in the abatement work area at any time. Upon completion of the Project, Owner's electrician shall disconnect Contractor's temporary power panel at Contractor's expense.

Contractor shall provide all temporary lighting required in the abatement work area. All temporary lighting shall be established and maintained in compliance with applicable Federal, State, and Local rules and regulations. Contractor shall inspect and test all electrical systems at least once a day, throughout the duration of the

Project, to ensure that accidental startup of equipment that has been shut down has not or will not occur, and that GFCI equipment is working properly.

All electrical modifications performed during the project shall be performed at Contractor's expense by a properly licensed electrician or the local utility in accordance with all applicable Federal, State, and local electrical code/VOSHA requirements.

4. HVAC SYSTEMS

Contractor shall shut down, lock out, and tag all switches/valves of all heating, ventilating, and air conditioning equipment which is located in, runs through, or services the abatement work areas or adjacent areas which Contractor occupies, and take measures to prevent accidental startup throughout the duration of the Project. Contractor shall ensure that this activity has been performed prior to the start of work related to setup of the abatement work area. All electrical or mechanical modification that shall be required to ensure that HVAC systems are properly shut down shall be performed by Contractor at Contractor's expense. HVAC system shutdown shall be performed prior to the start of any work related to setup of the abatement work area. Contractor shall inspect all HVAC systems that have been shut down, at least once a day, throughout the duration of the Project, to ensure that accidental startup has not or will not occur.

5. STORAGE/OFFICE SPACE

Contractor may use an area(s) inside the buildings, but outside of the designated abatement work area(s), to be used for equipment/materials storage and temporary office space. Owner and Owner's Representative shall not be responsible for loss or damage of Contractor's property, materials, equipment, or records due to theft, vandalism, weather factors, or other causes.

6. SANITARY FACILITIES

Contractor shall provide temporary sanitary facilities throughout the duration of the Project. Contractor shall maintain these facilities in a clean and sanitary condition at all times.

GENERAL TECHNICAL/SAFETY REQUIREMENTS

1. GENERAL SAFETY

Contractor shall perform all activities associated with the Project according to general safety standards required by the Federal Occupational Safety and Health Administration (administered within Vermont by VOSHA/Vermont Department of Health, Division of Occupational and Radiological Health). This shall include, but not be limited to, VOSHA standards regulating potential hazards from slips, trips, and falls, electrical safety, fire safety, ladder and scaffolding safety, emergency egress, and confined spaces. All equipment used by Contractor throughout the duration of the Project shall be VOSHA approved, including, but not limited to, ladders, scaffolding, and electrical equipment.

2. ELECTRICAL SAFETY

Contractor shall only use electrical equipment that is equipped with Ground Fault Circuit Interrupter protection throughout the duration of the Project. Contractor shall inspect and test all electrical equipment at least once a day to ensure proper operation and grounding of equipment.

3. HAZARDOUS WASTES, MATERIALS, AND SUBSTANCES

Contractor shall handle all hazardous wastes, hazardous materials, and hazardous substances used or encountered throughout the duration of the Project according to procedures required by appropriate Federal, State, and Local agencies. Contractor shall have a Material Safety Data Sheet (MSDS) on-site at all times for all materials with hazardous components that are used throughout the duration of the Project (including, but not limited to, spray adhesive and encapsulants). Contractor shall properly protect all employees and all building occupants from all hazardous wastes, materials, and substances that are used or encountered during the Project.

4. EXPOSURE (PERSONAL) MONITORING

Contractor shall implement a personal air sample collection/analysis program throughout the duration of the Project as required by VOSHA 29 CFR 1926.1101. This shall include, but not be limited to, initial exposure monitoring, daily representative monitoring (including T.W.A. 8 hr. samples related to the Permissible Exposure Level, 30 minute samples related to short term worker exposure and appropriate blanks), and notification of personnel exposure information to all Contractor employees and visitors.

Contractor shall express exposure monitoring data as a time weighted eight hour average or 30 minute sample as appropriate. Exposure monitoring data shall be available on-site in a timely fashion. Analysis results which report the sampling cassette to be overloaded or too dirty to analyze shall not qualify as valid information for expressing exposure monitoring data. Contractor shall post exposure monitoring data near the entrance to the clean room of the decontamination structure and make exposure monitoring data available to Owner or Owner's Representative at all times throughout the duration of the Project.

5. WORKER PROTECTION

Contractor shall provide proper worker protection equipment to all employees as required by VOSHA 29 CFR 1926.1101. Proper respiratory protection and full body disposable protective clothing (including head, body, and foot coverings, consisting of material impenetrable by asbestos fibers), shall be worn by all individuals who enter the abatement work area at all times throughout the duration of the Project. Full body disposable protective clothing shall be provided by Contractor to their personnel, Owner, Owner's Representative, and authorized visitors, throughout the duration of the Project, in sizes adequate to accommodate movement without tearing or ripping.

VOSHA approved safety equipment including, but not limited to, hard hats, eye protection, safety shoes, and disposable gloves shall be provided by Contractor to their personnel, Owner, Owner's Representative, and authorized visitors throughout the duration of the Project.

6. RESPIRATORY PROTECTION

Contractor shall utilize respiratory protection in accordance with VOSHA 29 CFR 1910.134 and VOSHA 29 CFR 1926.1101. This shall include performance of an initial exposure assessment or provision of objective data statistically demonstrating a valid negative exposure assessment in accordance with VOSHA 29 CFR 1926.1101. Contractor shall provide Owner and Owner's Representative with adequate Type C equipment in order to monitor work activities being performed during all times of the Project when Type C equipment is required and/or in use.

Contractor shall develop and utilize a written respiratory protection program throughout the duration of the Project. A copy of Contractor's written respiratory protection program shall be provided by Contractor to Owner and Owner's Representative prior to performance of any on-site work related to the Project. Contractor shall have a copy of their written respiratory protection program available on-site throughout the duration of the Project.

Contractor shall use information from performance of their initial exposure assessment or objective data to select proper respiratory protection. At minimum, Contractor shall wear proper respiratory protection according to the following table. This table shall replace Table 1 of VOSHA 29 CFR 1926.1101.

ASBESTOS CONCENTRATION	REQUIRED RESPIRATOR
Not in excess of 0.5 f/cc	Half-face air purifying respirator equipped with high efficiency filters
Not in excess of 2.5 f/cc	Full facepiece air-purifying respirator equipped with high efficiency filters
Not in excess of 5.0 f/cc	Any powered air-purifying respirator equipped with high efficiency filters Any supplied air respirator operated in continuous flow mode
Not in excess of 50.0 f/cc	Full facepiece supplied air respirator operated in pressure demand mode
Greater than 50.0 f/cc, or unknown concentration	Full facepiece supplied air respirator operated in pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus
Contractor shall not use single-use disposable respirators at any time throughout the duration of the Project.	

7. **ABATEMENT WORK AREA SAFETY**

Contractor shall place at least one working thermometer in a representative location within the abatement work area throughout the duration of the Project in order to accurately measure temperature conditions within the abatement work area. Contractor shall have a stocked first aid kit, and an adequate number of fully charged fire extinguishers (A, B, and C rated) inside the abatement work area at all times throughout the duration of the Project.

8. **EMERGENCY PLANNING**

Contractor shall implement emergency planning procedures in accordance with applicable requirements, including but not limited to, written emergency procedures specific to the abatement work area and Project, job safety meetings and emergency egress procedures. Emergency planning shall include consideration of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, heat related injuries and all other issues related to worker safety.

Contractor shall establish and designate emergency exits from inside the abatement work areas to the exterior of the abatement work areas in accordance with applicable Federal, State, and Local fire and safety regulations. The emergency

exit(s) may be through the waste load out structure, containment barriers, or other location suitable to local fire officials. The emergency exit(s) shall be clearly marked by Contractor, and these markings shall be visible to all employees in the abatement work area throughout the duration of the Project. If proper emergency exiting shall require breaching a sheeting barrier, a retractable knife shall be located at the emergency exit in order to efficiently exit the abatement work area.

9. EMERGENCY SIGNAGE

Contractor shall post legible signs next to the telephone (or designated cell phone) which is in service and is closest to the entrance to the decontamination structure, on the outside of the decontamination structure at the entrance to the clean room, in the clean room of the decontamination structure and in the equipment room of the decontamination structure. These signs shall provide the phone numbers of the appropriate local Police Department, Fire Department, Rescue Service, Local Health Officer, and the nearest Hospital to be contacted in the event of an emergency situation. The signs shall remain posted throughout the duration of the Project.

GENERAL WORK PRACTICE REQUIREMENTS

1. DELIVERY OF EQUIPMENT

All equipment and materials brought on to Owner's property by Contractor shall be free of visible dust, dirt, debris, and residue. All smooth surfaces of equipment and materials shall have been previously cleaned, off-site. All porous surfaces of equipment shall be sealed airtight at all times, until the equipment is in use inside the properly established abatement work area. All equipment openings which allow access to asbestos filtration materials including, but not limited to, hepa vacuum intake hoses and negative pressure filtration unit air intakes, shall be sealed airtight at all times until the equipment is in use inside the properly established abatement work area.

2. SIGNAGE

Contractor shall post danger asbestos signs at all locations and approaches to any location where airborne fibers may be expected to exceed background levels in accordance with VOSHA 29 CFR 1926.1101. This shall include, but not be limited to, posting the personnel decontamination structure, waste load-out structure, and areas at the exterior of the building where negative pressure filtration unit exhaust ducts are located. Danger asbestos signs shall be posted in a manner that allows any individual around the abatement work area the opportunity to avoid entering the abatement work area. Danger asbestos signs shall be posted prior to the start of any work related to setup of the abatement work area.

3. PRE-CLEANING

Contractor shall pre-clean all accessible surfaces within the abatement work area until free of visible dust, dirt, debris, or residue using wet cleaning methods and/or hepa vacuuming techniques. Contractor shall only use vacuums equipped with proper hepa filtration.

4. WORKER DECONTAMINATION STRUCTURE

Contractor shall construct a worker decontamination enclosure system. The structure shall be used as the only means of entrance/exit to and from the abatement work area throughout the duration of the Project, unless an emergency situation exists. The structure shall be adjacent, but attached to, the abatement work area. The structure shall, at a minimum, be constructed according to VOSHA 29 CFR 1926.1101. Construction shall include, but not be limited to, construction of a clean room, shower room, and equipment room, each separated by three foot airlocks, with curtained doorways consisting of overlapping sheeting separating each airlock or chamber. The equipment room shall be located closest to the abatement work area. The shower room shall be between the equipment room and clean room. These rooms shall be large enough to allow proper personnel decontamination and personnel privacy. The decontamination structure, including the walls and ceiling, shall be constructed with a minimum of two (2) layers of 6 mil sheeting. The floor of the decontamination structure shall be constructed with a minimum of three (3) layers of 6 mil sheeting. The inside of the entire decontamination structure shall not be visible from anywhere outside of the structure. The clean room shall be used as

an employee change area where street clothes shall be taken off and protective clothing shall be put on. The clean room shall not be used for storage of tools, equipment, or materials. Proper storage facilities for respirators and personal belongings, i.e., lockers, shall be available in the clean room. No asbestos contaminated items or individuals shall enter the clean room, or airlock between the shower and clean room, throughout the duration of the Project.

The shower room shall be constructed to prevent water leakage at any time. A minimum of three layers of 6 mil sheeting and one layer of absorbent towels (placed between the top and middle layers of sheeting) shall be placed under the floor of the shower room. The shower shall have a mounted shower head and supply adequate, continuous water pressure (hot and cold water) so as to allow individuals to properly decontaminate. The shower shall have adjustable controls so each individual can regulate the shower water temperature. Contractor shall supply a portable hot water heater, connect it to the shower, and ensure that the shower shall supply an adequate amount of hot water in order to allow for proper personnel decontamination. Contractor shall supply an adequate amount of soap, shampoo, and towels to all employees, Owner, Owner's Representative, and authorized visitors throughout the duration of the Project. All waste water generated during personnel decontamination shall be, at minimum, filtered through a 5 micron asbestos water filter prior to disposal in the municipal waste water system, or disposed of as asbestos waste.

Contractor shall maintain two logbooks within the clean room of the worker decontamination structure at all times the decontamination structure shall be in use. One logbook shall document the name, employer, work title, date, time into the abatement work area and time out of the abatement work area for all individuals who enter the abatement work area for any purpose at any time throughout the duration of the Project. The other logbook shall document the name, employer, work title and date for all individuals who visit the work site for any purpose at any time throughout the duration of the Project.

5. WASTE LOAD-OUT STRUCTURE

Contractor may construct a two chamber structure to be used for asbestos waste load out. If the waste load-out structure is utilized it shall be adjacent, but attached to, the abatement work area. The structure shall be constructed in a similar fashion as the worker decontamination structure, including, but not limited to, sheeting and curtained doorways. The waste load-out structure shall have a water source for decontaminating disposal containers prior to pass out from the waste load-out structure. All waste water generated during asbestos waste container decontamination shall be, at minimum, filtered through a 5 micron asbestos water filter prior to disposal in the municipal waste water system, or disposed of as asbestos waste. If a waste load-out structure is utilized, all asbestos disposal containers generated by Contractor during the Project shall exit the abatement work area through the waste load-out structure. Contractor shall not pass any asbestos waste through the decontamination structure at any time throughout the duration of the Project. No individual shall enter or exit the abatement work area through the waste load-out structure at any time throughout the duration of the Project.

6. CRITICAL BARRIERS

Contractor shall construct airtight critical barriers across all openings between the abatement work area and air spaces outside of the abatement work area. Contractor shall construct airtight critical barriers around all immovable objects that do not contain asbestos, have been pre-cleaned, and must remain in the abatement work area. Critical barrier locations shall include, but not be limited to, doors, windows, heating, air conditioning, and ventilation system ductwork, grills, grates, drains, pipe chases, holes, and machinery.

A minimum of one layer of 6 mil sheeting and/or waterproof tape shall be used to construct all critical barriers. Expandable spray foam may be used to obtain an air tight seal across small openings. All expandable foam shall be approved for use by Underwriter's Laboratories, shall not contain formaldehyde, and shall have a smoke developed rating of 25 or less. All sheeting critical barriers which can not be directly attached to an existing wall, floor, ceiling, or duct surface shall be attached to a secure temporary framework adequate to ensure that critical barriers do not breach or become damaged at any time throughout the duration of the Project. All sheeting critical barriers that are larger than 32 square feet shall be attached to a secure temporary framework adequate to ensure that critical barriers do not breach or become damaged at any time throughout the duration of the Project.

All surfaces that shall become part of a critical barrier, or shall be behind a critical barrier, shall be cleaned until there is no visible dust, dirt, debris, or residue using hepa equipped vacuums and wet cleaning methods prior to construction of the critical barrier.

Contractor shall not construct any critical barriers which will directly contact or be attached to asbestos containing materials.

Contractor shall inspect all critical barriers in the abatement work area, at least two times per day. At a minimum, barrier inspection shall occur prior to the start of each day's activities, and following completion of each day's activities. Contractor shall notify Owner's Representative of the results of each inspection and document these results. Contractor shall immediately repair all breaches or damage to critical barriers.

At all times throughout the duration of the Project, Contractor shall stop work and immediately repair any breach or damage to critical barriers upon discovery of any breach or damage.

7. CRITICAL BARRIER INSPECTION

Owner's Representative shall perform a comprehensive inspection of Contractor's setup of critical barriers in and around the abatement work area. The inspection shall be performed prior to construction of any containment barriers. The Contractor's Supervisor shall be present with Owner's Representative during this inspection. The inspection may include performance of a smoke test to assess the integrity of the critical barriers and determine air flow patterns and velocity in the

abatement work area. Contractor shall immediately correct any discrepancies in critical barrier construction as requested by Owner's Representative.

8. CONTAINMENT BARRIERS

Contractor shall construct airtight containment barriers on all walls, floors, and ceilings of the abatement work area. All walls and ceilings shall be covered with a minimum of one layer of 6 mil sheeting. All floors shall be covered with a minimum of two layers of 6 mil sheeting (totaling, at minimum, 12 mils). All containment barriers shall be constructed in a manner that prevents slippage, minimizes seams, and prevents water leakage. All containment barriers shall be located, sized, and seamed in accordance with all applicable Federal and State regulations.

Contractor shall inspect all containment barriers in the abatement work area, including the personnel decontamination structure, at least two times per day. At a minimum, containment barrier inspection shall occur prior to the start of each day's activities, and following completion of each day's activities. Contractor shall notify Owner's Representative of the results of each inspection and document these results. Contractor shall immediately repair all breaches or damage to containment barriers which are found during the containment barrier inspection. At all times throughout the duration of the Project, Contractor shall stop work and immediately repair any breach or damage to containment barriers upon discovery of any breach or damage.

9. NEGATIVE PRESSURE DIFFERENTIAL/FILTRATION

Contractor shall establish an adequate negative pressure differential between the abatement work area and the area directly outside the abatement work area in order to maintain a negative pressure differential of at least .03 inches, water column. An adequate negative pressure differential shall be maintained until proper completion of the Project clearance activity. In addition, negative pressure units equipped with hepa filtration shall provide one complete air change (filtration) within the abatement work area at least once every 10 minutes. All air exhausted from the negative pressure filtration units shall flow directly into air spaces outside of the building. Negative pressure filtration units shall, at minimum, be installed, used, and maintained according to the manufacturer's specifications and EPA 560/5-85-024, Guidance for Controlling Asbestos Containing Materials in Buildings.

Contractor shall provide an on-site instrument which measures the pressure differential between the abatement work area and the air space adjacent to the abatement work area. This instrument shall have a direct reading feature, a high and low limit audible alarm, and recording strip chart to provide a permanent record of the negative pressure differential whenever use of negative pressure filtration units is required. The instrument shall be accessible from outside the abatement work area to Owner, Owner's Representative, and authorized visitors throughout the duration of the Project. Contractor shall initially calibrate the pressure differential monitor and ensure that the instrument is properly calibrated at all times. Contractor shall indicate the day, date, and time on the strip chart upon arrival to and exit from the Project area at all times negative pressure filtration is required.

Contractor shall have at least one additional negative pressure filtration unit inside the abatement work area whenever use of negative pressure filtration units is required. All parts of each negative pressure filtration unit shall be located completely within the abatement work area boundaries.

10. INSPECTION OF SETUP PROCEDURES

Upon completion of all setup procedures, Contractor shall notify Owner's Representative. Contractor shall not begin to remove, enclose, or encapsulate any asbestos material at any time before this notification has been provided. Owner's Representative shall perform a comprehensive inspection of Contractor's setup in and around the abatement work area. Contractor's Supervisor shall be present with Owner's Representative during this inspection. The inspection may include performance of a smoke test to assess the integrity of the containment or critical barriers and determine air flow patterns and velocity in the abatement work area. Contractor shall immediately correct any discrepancies as requested by Owner's Representative.

11. ASBESTOS ABATEMENT

Contractor shall remove all asbestos materials in the abatement work area using proper wet methods and housekeeping techniques which are detailed in applicable Federal and State regulations. All asbestos material shall be adequately wet at all times and shall not be allowed to accumulate on the floor or other surfaces of the abatement work area.

Whenever possible, asbestos materials shall be removed in large sections with minimal breakage or disturbance. Asbestos materials shall be carefully lowered to the floor and shall not be dropped or thrown. Amended water shall be used at all times. Water shall not be allowed to accumulate on the floor or other surfaces of the abatement work area.

All pipe dope on thermal system components (with the exception of obvious Teflon tape) shall be considered asbestos containing and/or asbestos contaminated and shall be properly removed by Contractor.

Cutting, bending, or removal of any conduit, wire, or other building system component shall not occur without prior approval from Owner or Owner's Representative.

12. CONTAINERIZATION/STORAGE OF ASBESTOS WASTE

Contractor shall place all asbestos waste material into containers that are labeled according to applicable Federal and State Regulations. Containers shall be adequate to prevent puncturing or ripping by asbestos and non-asbestos waste. If material is bagged, the container shall consist of a minimum of two 6 mil bags and shall be sealed airtight. All air within the container shall be removed from the container by hepa vacuuming methods. Both bags shall be "goosenecked" (i.e., completely sealed) to discourage leakage of water. Fiber drums shall be lined with a minimum of two 6 mil poly bags and material inside the drum shall be sealed airtight.

All material shall be adequately wet when placed into the disposal container. Accumulated asbestos waste shall be removed from the abatement work area each day. No asbestos waste shall be stored in the abatement work area overnight.

Asbestos waste shall only be stored in the on-site storage/transportation container or properly transported off-site and shall never be stored in another location on or off of Owner's property without prior approval of Owner. Contractor shall properly label the on-site storage container whenever asbestos waste containers are being placed into the on-site storage container.

All containerized asbestos waste shall be removed from the abatement work area prior to the start of the final visual inspection by the Owner's Representative.

13. INITIAL CLEANING

Upon completion of removal and containerization, Contractor shall clean all surfaces in the entire abatement work area, including but not limited to, the decontamination structure, waste load out structure, containment barriers, and thermal system components, using wet cleaning methods and/or hepa filter equipped vacuum cleaners. Pressure washers shall not be used at any time to perform cleaning activities.

Contractor shall only use vacuums equipped with proper hepa filtration. Contractor shall not apply paint, an encapsulant/lockdown material, or any other coating or covering to any thermal system component or other surface within the abatement work area at any time throughout the duration of the Project.

14. INITIAL VISUAL INSPECTION

Upon completion of initial cleaning, Owner's Representative shall perform an initial visual inspection to determine if there is any visible dust, dirt, debris, or residue on any surfaces in the abatement work area. The Contractor's Supervisor shall be present with Owner's Representative during this inspection. Contractor shall re-clean all areas which have dust, dirt, debris, or residue, at the request of Owner's Representative.

15. TAKEDOWN OF CONTAINMENT BARRIERS

Upon completion of the initial visual inspection, Contractor shall remove all containment barriers from the walls and floor. All critical barriers shall remain in place. Containment barriers shall be considered asbestos contaminated and containerized and disposed of properly.

16. CLEANING OF THE ABATEMENT WORK AREA

Contractor shall clean all surfaces in the entire abatement work area, including but not limited to, the decontamination structure, waste load-out structure, critical barriers, exposed walls, floor, and ceiling, and thermal system components, until there is no visible dust, dirt, debris, or residue using wet cleaning methods and/or hepa filter equipped vacuum cleaners. Upon completion of cleaning, all surfaces shall be allowed to dry. Pressure washers shall not be used at any time to perform cleaning activities.

Contractor shall only use vacuums equipped with proper hepa filtration. Contractor shall not apply paint to any thermal system component or other surface within the abatement work area at any time throughout the duration of the Project.

17. VISUAL INSPECTION

Owner's Representative shall perform a visual inspection of all surfaces in the entire abatement work area, including the decontamination structure and waste load-out structure for any visible dust, dirt, debris, or residue. In addition, Owner's Representative shall perform a touch test of surfaces to ensure no dust, dirt, debris, or residue can be felt on any surfaces. Prior to performance of the visual inspection, all surfaces in the abatement work area shall be dry. Contractor's Supervisor shall be present with Owner's Representative during the visual inspection. Contractor shall re-clean all areas which have visible dust, dirt, debris, or residue, at the request of Owner's Representative, until there is no visible dust, dirt, debris, or residue in the abatement work area.

18. CLEARANCE AIR MONITORING/ANALYSIS

Upon successful completion of the final visual inspection, Owner's Representative shall collect clearance air samples utilizing aggressive collection methods in accordance with VRAC. Clearance air samples shall be analyzed by a Vermont certified analytical service and analyst using Phase Contrast Microscopy (PCM).

The abatement work area shall be considered adequately clean at the completion of a comprehensive visual inspection (i.e., no visible dust, dirt, debris, or residue in the abatement work area), and after all clearance air samples which were collected indicate acceptable airborne fiber levels at the time of air sample collection in accordance with VRAC. Contractor shall re-clean the entire abatement work area for retesting if the above referenced clearance air monitoring criteria is not met.

19. REMOVAL OF CRITICAL BARRIERS

Upon successful completion of the clearance procedure, Contractor shall remove all critical barriers from the abatement work area. Contractor shall also remove the decontamination structure and waste load-out structure and restore the abatement work area to at least the condition as originally found. All critical barriers and decontamination structure barriers shall be considered asbestos contaminated and shall be containerized and disposed of properly.

20. STORAGE/TRANSPORTATION OF ASBESTOS WASTE

Contractor shall properly containerize and remove from Owner's property all asbestos waste generated during the Project. All waste stored on-site prior to transport shall be stored in a secure, locked storage/transportation container, placed in a location acceptable to Owner and Owner's Representative.

Contractor shall transport all asbestos waste according to applicable Federal, State and Local regulations. Contractor shall maintain paperwork in accordance with all applicable Federal, State and Local regulations. Transportation forms shall itemize the specific number of containers (i.e., bags or drums) and total cubic yards of

waste material that was generated during the Project and removed from Owner's property.

21. DISPOSAL OF ASBESTOS WASTE

Contractor shall properly dispose of all asbestos waste that is generated during the Project in accordance with all applicable Federal, State and Local regulations. The landfill facility shall be approved by Federal State and Local authorities to accept asbestos waste.

Contractor shall provide documentation of disposal form(s) to Owner and Owner's Representative no later than thirty (30) calendar days after release from on-site obligations. The form shall be signed and dated by a representative of the landfill and shall itemize the specific number of containers (i.e., bags or drums) and total cubic yards of waste material which were generated and received at the landfill.

All waste water generated by Contractor during the Project shall be disposed of properly as asbestos waste or properly filtered prior to discharge into the municipal waste water system. At minimum, a 5 micron filter fabric for asbestos shall be used for water filtration.

22. FINAL INSPECTION

Owner, Owner's Representative, and Contractor's Supervisor shall perform a final inspection in and around the abatement work area prior to formal release of Contractor. Contractor shall correct any deficiencies at Owner's request.

23. CONTRACTOR RELEASE FROM ON-SITE OBLIGATIONS

Upon satisfactory completion of Owner's final inspection, Contractor shall be informed of preliminary release from on-site obligations by Owner. Contractor shall not be released from on-site obligations until all asbestos waste, apparatus, equipment, materials, critical barriers, and containment barriers have been removed from Owner's property. At this time, Contractor's on-site obligations shall be considered complete.

24. CONTRACTOR'S PROJECT CLOSURE REPORT

Contractor shall provide Owner and Owner's Representative with a project closure report in accordance with the Project Timetable. At minimum, this report shall include the following:

- ❖ All notifications/permits/licenses and other documentation related to the planning phase of the Project.
- ❖ All qualification certificates, licenses, accreditation documents, medical monitoring documents, and fit test forms of Contractor and all Contractor employees who participated in the Project.
- ❖ Written respiratory protection program.
- ❖ Material Safety Data sheets of all hazardous materials/substances used during the Project.

- ❖ Strip chart recordings of the negative pressure differential maintained throughout the duration of the Project.
- ❖ Sign-in/Sign-out logs for entrance to/exit from the abatement work area.
- ❖ Daily written Supervisor logs.
- ❖ Personnel air monitoring data, including negative exposure assessment data.

SPECIFIC WORK PRACTICE REQUIREMENTS

All Abatement Options

1. Parking for all vehicles shall be in designated parking spaces procured by General Contractor located on Mineral Street. Contractor may utilize the alley between the Woolson Block and the Town Library for loading/unloading purposes only.
2. Dumpster size & placement shall be coordinated with Owner's Representative and General Contractor.
3. Owner's Representative has performed a comprehensive asbestos inspection within the subject area. Contractor may request a copy of the asbestos inspection report should they have the need to question the status of suspect materials that are not specified for removal.
4. Contractor shall confine their work to the specified abatement work areas. No building materials or items shall be removed from any areas that are not within the specified scope of work.
5. Amended water shall be used for all asbestos abatement activities.

Abatement Phase #1

1. The asbestos abatement work areas shall be the all areas indicated on the Asbestos Abatement Phase #1 drawings. During project cleaning activities, Contractor shall clean all surfaces within the abatement work area. "Tunneling" around asbestos thermal system insulation to exclude certain areas shall not be allowed.
2. Contractor shall be responsible for installation of temporary lighting in accordance with Project Support Systems, page #20, item #3.
3. Contractor shall be responsible for relocation of all contents remaining in designated abatement work areas to other areas of the building.
4. Contractor shall pre-clean all affected surfaces prior to construction of critical barriers in accordance with General Work Practice Requirements, page #26, item #3. No visible dust, dirt, debris or residue shall be present behind any critical barrier.
5. Contractor shall pre-clean all affected surfaces prior to construction of critical barriers in accordance with General Work Practice Requirements, page #26, item #3. No visible dust, dirt, debris or residue shall be present behind any critical barrier.
6. Contractor shall install at least two (2) layers of 6 mil sheeting over all components within the abatement work area that are energized or have the potential to be energized at any time throughout the duration of the Project. All sheeting layers shall be directly fastened to the wall/floor/ceiling surface. Contractor shall not

penetrate the first layer of sheeting during installation of the second layer of sheeting. Contractor shall not fasten the second layer of sheeting to the surface of the first layer of sheeting.

7. The requirement for construction of critical barriers (General Work Practice Requirements, page #28, item #6) where asbestos thermal system insulation is present at a penetration in the wall/ceiling shall be modified. Critical barriers in these areas shall not be constructed at the usual time because construction of these barriers would require disturbance of asbestos containing materials. Upon completion of the final visual inspection of setup procedures by Owner's Representative (General Work Practice Requirements, item #10, page 29), the modification shall occur.

During performance of removal activities, Contractor shall first remove all asbestos thermal system insulation that is at a wall/ceiling penetration. At the completion of removal, Contractor shall immediately construct critical barriers over all wall/ceiling penetrations that are found to exist. Contractor shall properly clean the wall/ceiling surfaces using hepa vacuuming and wet cleaning methods. Owner's Representative shall then inspect the wall/ceiling surfaces for visible dust, dirt, debris or residue. At the conclusion of the inspection, Contractor shall construct an airtight barrier over the wall/ceiling penetration in accordance with General Work Practice Requirements, page #28, item #6).

8. Following completion of setup activities in AWA #1, Contractor shall demolish the following building materials for disposal as construction and demolition debris in CPAI Areas #109 and CPAI Areas #124 - #138.
 - Sheet rock walls/ceilings
 - Composition board walls/ceilings
 - Ceiling tiles
 - Wood paneling
 - Carpeting
9. Following completion of setup activities in AWA #1, Contractor shall remove all ceiling materials in CPAI Area #117 for disposal as construction and demolition debris.
10. Contractor may remove/dispose (asbestos waste) piping in whole sections. Proper gross asbestos removal shall be performed prior to cutting/demolishing any piping.
11. Where asbestos containing floor coverings/adhesives are to be removed, Contractor shall remove all finished floor layers.
12. During final cleaning in AWA #1, Contractor shall clean all surfaces in CPAI Areas #109 and CPAI Areas #124 - #138 until free of visible mold growth.

Abatement Phase #2

1. Contractor shall take necessary precautions, when performing Exterior asbestos abatement activities, to ensure that the public, the property and adjacent properties are not adversely affected. This shall include, but not be limited to, establishment of physical barriers limiting access, use of drop cloths on ground surfaces, careful lowering of all waste to the ground (no throwing/dropping, etc.) and wet removal.
2. Contractor shall be responsible for requesting a waiver to applicable sections of VRAC to allow for removal/repair of exterior asbestos caulking materials without construction of negative pressure enclosures.
3. Contractor shall have use of General Contractors staging and/or man-lift to enable access to all window/door openings at the north, east and west elevations. Contractor shall utilize extension ladders on the Low Southwest Roof to access all window/door openings at the south elevation.
4. Removal/repair of exterior asbestos caulking materials at the south elevation shall, and on building sections to be demolished (i.e. southwest section) shall occur in conjunction with Abatement Phase #3 in February/April 2018.
5. During removal/repair of exterior asbestos caulking materials, Contractor shall utilize the following work practices:
 - Install a continuous critical barrier across the entire window/door opening on the interior side of the opening.
 - Install a continuous polyethylene "drop cloth" on building/staging/man-lift/ground surfaces below each opening where work is occurring.
 - Where exterior asbestos caulking materials are to be removed, Contractor may remove wood window/door trim as necessary.
 - Where exterior caulking materials are to be repaired, Contractor shall remove all loose/damaged caulking and scrape remaining caulking to refusal.
 - Following removal/repair activities, Contractor shall clean all adjacent building surfaces until free of visible dust, dirt, debris and residue.
 - Clearance shall be a visual inspection by Owner's Representative.

Abatement Phase #3

1. Removal of all specified asbestos containing roofing materials shall be performed in accordance with Section 6 VRAC.
2. Contractor shall take necessary precautions, when performing Exterior asbestos abatement activities, to ensure that the public, the property and adjacent properties are not adversely affected. This shall include, but not be limited to, establishment of physical barriers limiting access, use of drop cloths on ground surfaces, careful lowering of all waste to the ground (no throwing/dropping, etc.) and wet removal.

3. Contractor shall utilize fall protection as required/necessary when performing abatement activities on the roof.
4. Contractor shall take all necessary precautions to ensure that asbestos roofing materials and debris does not fall into the adjacent Black River.

Abatement Phase #4

1. Removal of all specified asbestos containing roofing materials shall be performed in accordance with Section 6 VRAC.
2. Contractor shall take necessary precautions, when performing Exterior asbestos abatement activities, to ensure that the public, the property and adjacent properties are not adversely affected. This shall include, but not be limited to, establishment of physical barriers limiting access, use of drop cloths on ground surfaces, careful lowering of all waste to the ground (no throwing/dropping, etc.) and wet removal.
3. Contractor shall coordinate with Roofing Contractor during roof removal activities. For bidding purposes, Contractor shall assume that removal activities will be limited to between four (4) and five (5) hours at the beginning of each work day to allow Roofing Contractor time to re-roof exposed areas in the afternoon.
4. Contractor shall utilize fall protection as required/necessary when performing abatement activities on the roof.
5. Contractor shall take all necessary precautions to ensure that asbestos roofing materials and debris does not fall into the adjacent Black River.

Add Alternate #1

1. Add Alternate #1 shall be demolition of the wooden shed structure located adjacent to the roof over the 2nd floor at the southeast section of the building.
2. All shed contents and demolition debris shall be disposed of in General Contractors dumpster utilizing General Contractors chute.
3. If accepted, Add Alternate #1 work will be performed in conjunction with Abatement Phase #4.
4. Contractor shall utilize fall protection as required/necessary when performing demolition activities.
5. Contractor shall take all necessary precautions to ensure that demolition debris does not fall into the adjacent Black River.

SIGNATURE PAGE

The undersigned affirm that they have read and understand the Design Document for Removal of Asbestos Containing Materials (October 11, 2017) from on/within the Woolson Block, 31 – 41 Main Street, Springfield, Vermont.

Furthermore, the undersigned agrees to conduct their activities in full compliance with all applicable Federal, State and Local regulations that may apply to this Project.

Dated at _____ this _____ day of _____, 2017.

ASBESTOS ABATEMENT CONTRACTOR
(name of Asbestos Abatement Entity)

ASBESTOS ABATEMENT CONTRACTOR
(name and title of Officer)



**Table 1
Inventory of Asbestos Containing Materials to be Removed**

Building/Addition:		Woolson Block 31 – 41 Main Street Springfield, Vermont	
CPAI Area No.	Homogeneous Material	Approx. Quantity	General Location
BASE BID/ABATEMENT PHASE #1 – AWA #1			
97	Insulation paper, assoc. w/ lights	2 sq. ft.	On ceiling mounted light fixtures.
104	Mudded Pipe Joint Insulation, debris	2 lin. ft.	On loose pipes/pipe fittings on floor.
105	Mudded Pipe Joint Insulation, debris	26 lin. ft. (35 fittings)	On elbows/valves/hangers at north and center sections.
	Gasket Material, debris	1 sq. ft.	On old boiler section at east wall and on old burner on floor at center section.
106	Dense Paper Pipe Insulation	1 lin. ft.	Extending out from east wall cavity at north section.
	Mudded Pipe Joint Insulation, debris	3 lin. ft. (4 fittings)	On elbows/valves/hangers at north section.
	Rope Gasket Material	6 sq. ft.	Loose on shelving at west wall.
108	Corrugated Pipe Insulation	45 lin. ft.	On piping throughout area. Debris assumed to be present in dirt of unexcavated crawlspace.
(continued)			

**Table 1
Inventory of Asbestos Containing Materials to be Removed**

Building/Addition:			Woolson Block 31 – 41 Main Street Springfield, Vermont
CPAI Area No.	Homogeneous Material	Approx. Quantity	General Location
BASE BID/ABATEMENT PHASE #1 – AWA #1 (cont.)			
108 (cont.)	Dense Paper Pipe Insulation	10 lin. ft.	On piping throughout area. Debris assumed to be present in dirt of unexcavated crawlspace.
	Mudded Pipe Joint Insulation	6 lin. ft. (12 fittings)	On elbows/valves/hangers throughout area. Debris assumed to be present in dirt of unexcavated crawlspace.
110	Corrugated Pipe Insulation	1 lin. ft.	Protruding from east wall at south section.
111	Mudded Pipe Joint Insulation, debris	18 lin. ft. (37 fittings)	On elbows/valves/hangers throughout area.
112	Mudded Pipe Joint Insulation, debris	1 lin. ft. (2 fittings)	On elbows/valves/hangers at east section.
113	Paper Insulation	1 lin. ft.	On piping at upper portion of west wall, north section.
117	Corrugated Pipe Insulation	35 lin. ft.	In soffit at south and east walls and in floor level chase at west wall.
	Mudded Pipe Joint Insulation & debris	10 lin. ft. (14 fittings)	On elbows/valves/hangers throughout area, also debris on hangars and designated building surfaces.
119	Corrugated Pipe Insulation	5 lin. ft.	In floor level chase at west wall.
120	Corrugated Pipe Insulation	46 lin. ft.	At north and west sections.
	Mudded Pipe Joint Insulation, debris	9 lin. ft. (15 fittings)	On elbows/valves/hangers at north and west sections.

**Table 1
Inventory of Asbestos Containing Materials to be Removed**

Building/Addition: Woolson Block
31 – 41 Main Street
Springfield, Vermont

CPAI Area No.	Homogeneous Material	Approx. Quantity	General Location
BASE BID/ABATEMENT PHASE #1 – AWA #1 (cont.)			
122	Corrugated Pipe Insulation	8 lin. ft.	At center section.
	Mudded Pipe Joint Insulation	3 lin. ft. (4 fittings)	On elbows/valves/fittings at center section.
123	Corrugated Pipe Insulation	4 lin. ft.	At center section.
124	Mudded Pipe Joint Insulation, debris	3 lin. ft. (5 fittings)	On elbows/valves/hangers at north section.
	Adhesive, brown, assoc. w/ wall paneling	555 sq. ft.	Confirmed on south wall, assumed to be present at designated areas of other walls throughout area.
125	Corrugated Pipe Insulation	3 lin. ft.	At south section.
	Mudded Pipe Joint Insulation, debris	0.5 lin. ft. (1 fittings)	On elbows/valves/hangers at north section.
126	Mudded Pipe Joint Insulation, debris	3.0 lin. ft. (1 fittings)	On elbows/valves/hangers at southwest section.
127	Corrugated Pipe Insulation	1 lin. ft.	At southwest section.
	Mudded Pipe Joint Insulation	1 lin. ft. (2 fittings)	On elbows/valves/hangers at southwest section.
128	Mudded Pipe Joint Insulation, debris	1.0 lin. ft. (2 fittings)	On elbows/valves/hangers at northwest section.
129	Corrugated Pipe Insulation	1 lin. ft.	Protruding from east wall at northeast corner.
	Mudded Pipe Joint Insulation, debris	15 lin. ft. (24 fittings)	On elbows/valves/hangers at north section.

Table 1
Inventory of Asbestos Containing Materials to be Removed

Building/Addition: Woolson Block
31 – 41 Main Street
Springfield, Vermont

CPAI Area No.	Homogeneous Material	Approx. Quantity	General Location
BASE BID/ABATEMENT PHASE #1 – AWA #1 (cont.)			
130	Corrugated Pipe Insulation	0.5 lin. ft.	Protruding from north wall at northeast and northwest corners.
	Mudded Pipe Joint Insulation, debris	5 lin. ft. (10 fittings)	On elbows/valves/hangers throughout area.
131	Paper Insulation	0.5 lin. ft.	On piping at southwest section.
	Mudded Pipe Joint Insulation, debris	0.75 lin. ft. (2 fittings)	On elbows/valves/hangers throughout area.
132	Paper Insulation	0.5 lin. ft.	On piping throughout area.
	Mudded Pipe Joint Insulation, debris	10 lin. ft. (16 fittings)	On elbows/valves/hangers throughout area.
133	Corrugated Pipe Insulation	15 lin. ft.	On piping at west section.
	Paper Insulation	2.0 sq. ft.	On south wall and on ceiling at southwest section.
134	Corrugated Pipe Insulation	10 lin. ft.	On piping at center section.
135	Mudded Pipe Joint Insulation, debris	0.5 lin. ft. (1 fittings)	On hanger at southeast section.
136	Corrugated Pipe Insulation	32 lin. ft.	On piping throughout area.
	Mudded Pipe Joint Insulation	5 lin. ft. (10 fittings)	On elbows/valves/hangers throughout area.
	Mudded Pipe Joint Insulation, debris	4.0 lin. ft. (7 fittings)	On elbows/valves/hangers throughout area.

Table 1
Inventory of Asbestos Containing Materials to be Removed

Building/Addition: Woolson Block
31 – 41 Main Street
Springfield, Vermont

CPAI Area No.	Homogeneous Material	Approx. Quantity	General Location
BASE BID/ABATEMENT PHASE #1 – AWA #2			
77	Vinyl Floor Tile, 9" x 9", grey, & Adhesive	122 sq. ft.	On floor throughout area, under newer linoleum, over older vinyl asbestos tile.
	Vinyl Floor Tile, unidentified pattern Type #3	122 sq. ft.	On floor throughout area, under newer linoleum and older vinyl asbestos tile.
78	Construction Adhesive, brown	8 sq. ft.	Above level of suspended ceiling, on original tin ceiling.
	Carpet Adhesive, black	400 sq. ft.	On floor at south section, under carpet.
79	Joint Compound, assoc. w/ Sheet Rock	275 sq. ft.	On northernmost and west walls, behind wood paneling.
	Vinyl Floor Tile, 9" x 9", grey, & Adhesive	260 sq. ft.	On floor throughout area, under carpet and newer linoleum.
80	Linoleum Floor Covering, tan, very ornate diamonds w/circular insets	26 sq. ft.	On floor throughout area, over vinyl asbestos tile & adhesive.
	Vinyl Floor Tile, 9" x 9", grey, & Adhesive	26 sq. ft.	On floor throughout area, under asbestos containing linoleum.
81	Joint Compound, assoc. w/ Sheet Rock	84 sq. ft.	On north wall.
	Carpet Adhesive, black	64 sq. ft.	On floor throughout area, under carpet.
BASE BID/ABATEMENT PHASE #1 – AWA #3			
96	Wall/Ceiling Plaster, Textured, Type #1	12 sq. ft.	Limited removal at designated locations.

**Table 1
Inventory of Asbestos Containing Materials to be Removed**

Building/Addition:		Woolson Block 31 – 41 Main Street Springfield, Vermont	
CPAI Area No.	Homogeneous Material	Approx. Quantity	General Location
BASE BID/ABATEMENT PHASE #1 – AWA #4			
37	Construction Adhesive, brown	12 sq. ft.	On plaster at west curved wall.
BASE BID/ABATEMENT PHASE #1 – AWA #5			
46	Residual Paper Backing and Adhesive associated with previous Linoleum	135 sq. ft.	On floor throughout area.
47	Joint Compound, assoc. w/ Sheet Rock	316 sq. ft.	On walls and ceilings throughout area.
BASE BID/ABATEMENT PHASE #1 – AWA #6			
59	Joint Compound, assoc. w/ Sheet Rock	190 sq. ft.	On walls common with CPAI Areas #60 & #61.
61	Joint Compound, assoc. w/ Sheet Rock	154 sq. ft.	On walls common with CPAI Area #59.
66 & 67	Adhesive, assoc. w/ Vinyl Floor Tile, 12" x 12", white w/ grey markings	76 sq. ft.	On floor throughout areas, including closets and under wood framing assoc. with closets.



Table 1
Inventory of Asbestos Containing Materials to be Removed

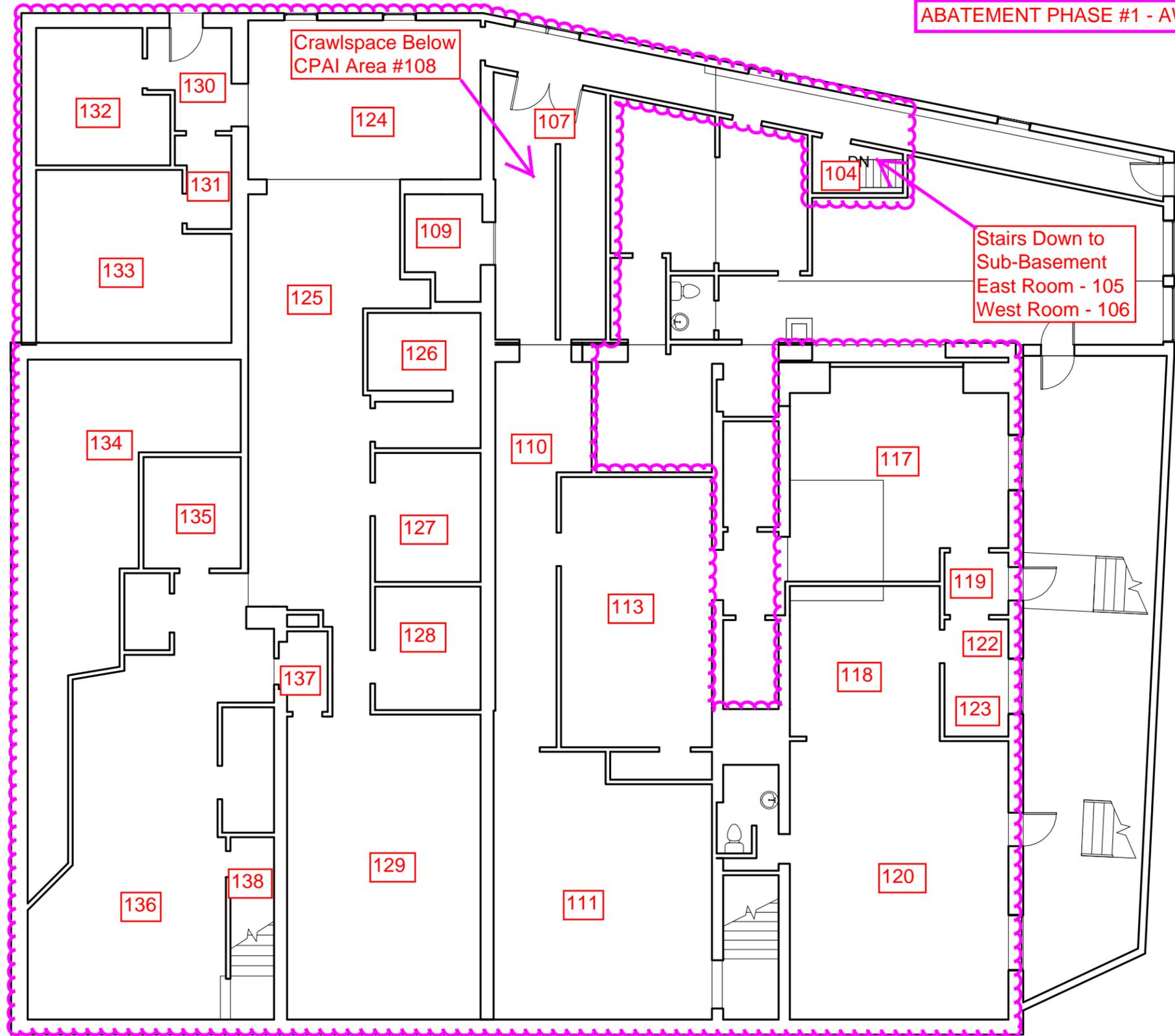
Building/Addition:		Woolson Block 31 – 41 Main Street Springfield, Vermont	
CPAI Area No.	Homogeneous Material	Approx. Quantity	General Location
BASE BID/ABATEMENT PHASE #2 – REMOVAL			
Exterior	Caulking Material, red	26 sq. ft. (12 standard size openings/2 large windows)	At designated door/window openings at all elevations, between wood casing and brick, and at west elevation, in corner between southwest building section and main building.
	Caulking Material, white	1 sq. ft.	North side of chimney on lower southeast roof, between brick and wood siding.
40	Caulking Material, tan	1 sq. ft.	Window at west wall, on exterior side of inner sash.
BASE BID/ABATEMENT PHASE #2 – REPAIR			
Exterior	Caulking Material, red	32 sq. ft. (64 standard size openings)	At designated door/window openings at all elevations.



**Table 1
Inventory of Asbestos Containing Materials to be Removed**

Building/Addition:		Woolson Block 31 – 41 Main Street Springfield, Vermont	
CPAI Area No.	Homogeneous Material	Approx. Quantity	General Location
BASE BID/ABATEMENT PHASE #3			
Exterior	Built-up Roofing Material & Flashing Cement	1,367 sq. ft.	Large lower southwest roof, field/flashing of all roof surfaces, including parapets (multiple layers).
BASE BID/ABATEMENT PHASE #4			
Exterior	Built-up Roofing Material & Flashing Cement	8,067 sq. ft.	On main roof, field/flashing of all roof surfaces, including parapets, chimneys, exhaust fans, metal flashing, etc. (multiple layers).
	Built-up Roofing Material & Flashing Cement	900 sq. ft.	On lower southeast roof, field/flashing of all roof surfaces (multiple layers).
	Built-up Roofing Material & Flashing Cement	900 sq. ft.	Below wood framed/sided shed structure adjacent to lower southeast roof, field/flashing of all roof surfaces (multiple layers assumed).
	Flashing Cement, black & grey	42 sq. ft.	Lower southeast roof, on metal roof over door into building, on brick in designated locations and on granite window sill.

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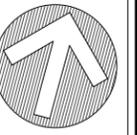


ABATEMENT PHASE #1 - AWA #1

Crawlspace Below CPAI Area #108

Stairs Down to Sub-Basement East Room - 105 West Room - 106

1 EX. BASEMENT PLAN
SCALE: 3/32" = 1'-0"



WOOLSON BLOCK
MAIN ST. & PARK ST. SPRINGFIELD VT, 05156

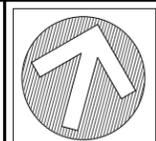
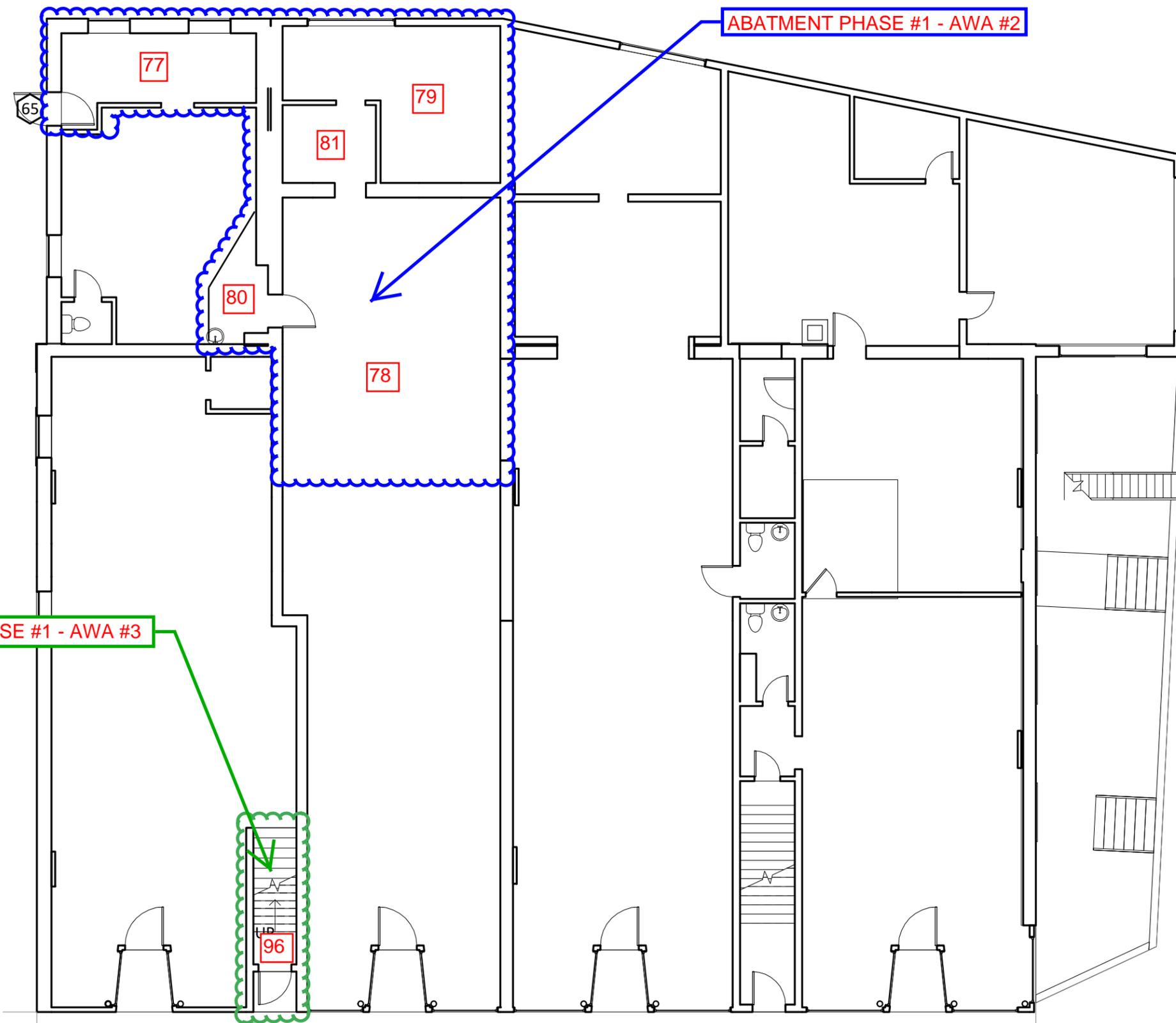
BLACK RIVER DESIGN ARCHITECTS

REVISIONS

EX. BASEMENT PLAN
SCALE 3/32" = 1'-0"
DATE 9/22/2017
DRAWN BY AdM
CHECKED BY Existing

EX-1

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WOOLSON BLOCK
 MAIN ST. & PARK ST. SPRINGFIELD VT, 05156

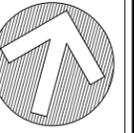
BLACK RIVER DESIGN
 ARCHITECTS

REVISIONS	

EX. MAIN FLOOR PLAN
 SCALE: 3/32" = 1'-0"
 DATE: 9/22/2017
 DRAWN BY: AdM
 CHECKED BY: Existing

1 EX. MAIN FLOOR PLAN
 SCALE: 3/32" = 1'-0"

EX-2



WOOLSON BLOCK
MAIN ST. & PARK ST. SPRINGFIELD VT, 05156

BLACK RIVER DESIGN
ARCHITECTS

REVISIONS

EX. SECOND FLOOR PLAN

SCALE
3/32" = 1'-0"

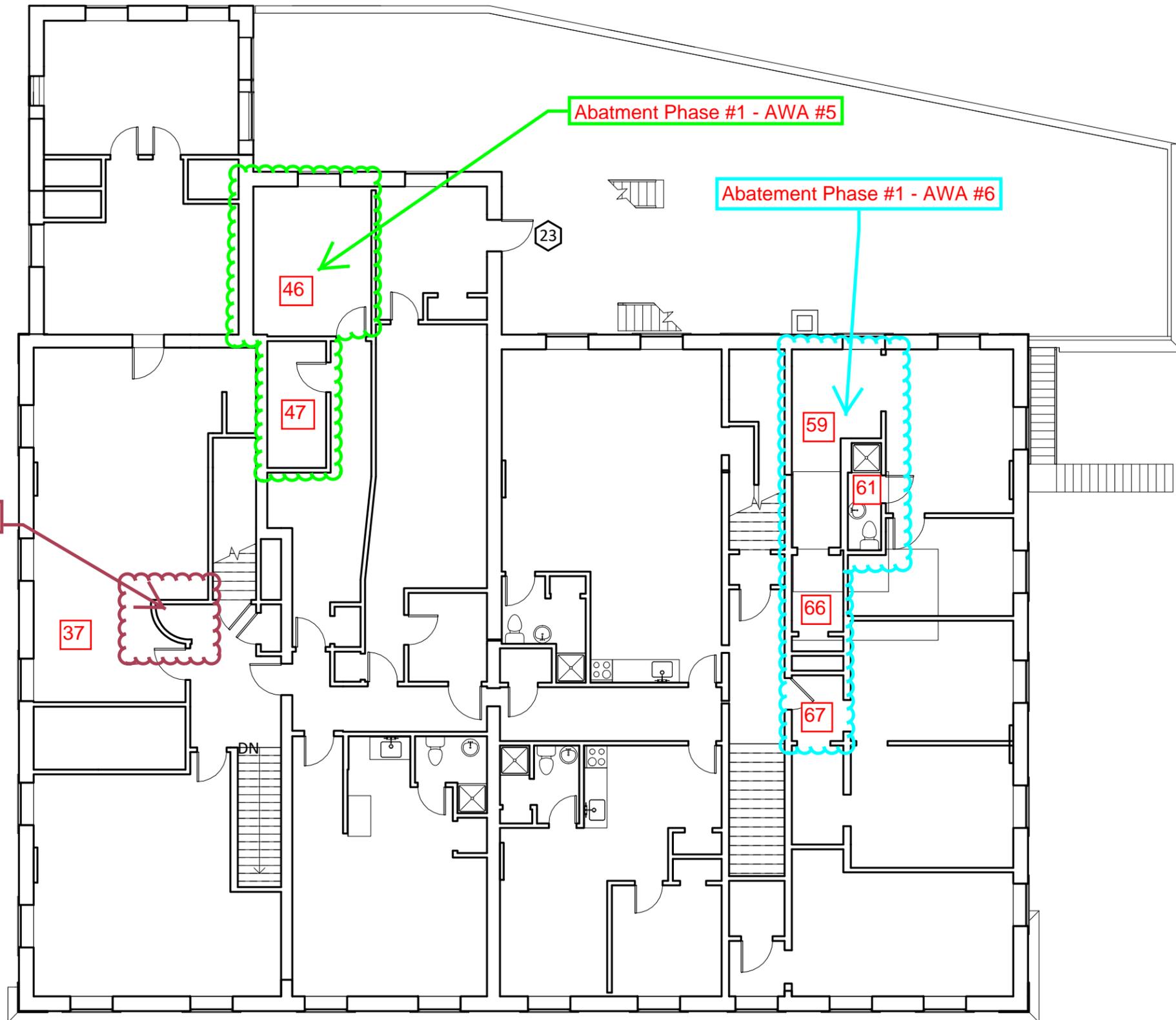
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Abatement Phase #1 - AWA #4

Abatement Phase #1 - AWA #5

Abatement Phase #1 - AWA #6

1 EX. SECOND FLOOR PLAN
SCALE: 3/32" = 1'-0"

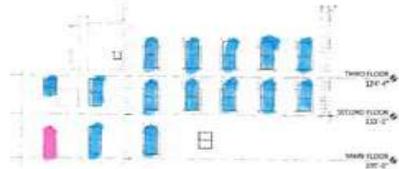
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Asbestos Abatement Phase #2

- Removal of all asbestos caulking
- Removal of loose/damaged asbestos caulking



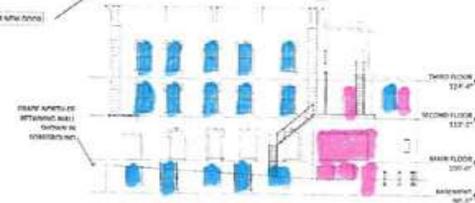
NOTE EXTENT OF MASONRY REPAIR



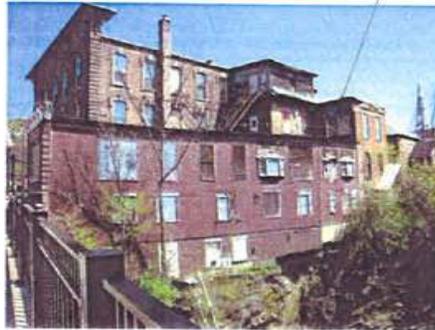
4 DEMOLITION SOUTH BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



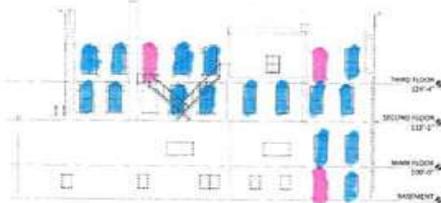
OPENING FOR FIRE ESCAPE



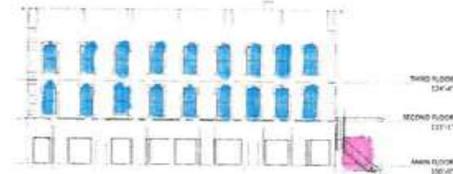
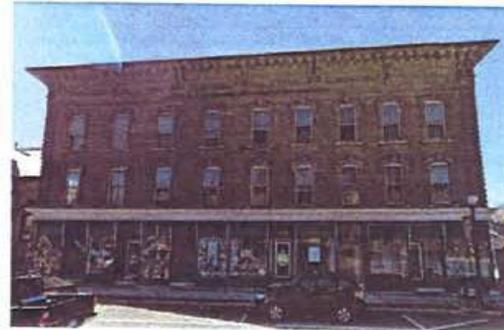
2 DEMOLITION NORTH BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



NOTE EXTENT OF MASONRY REPAIRS/EXTENT OF MASONRY REPAIR



3 DEMOLITION WEST BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



1 DEMOLITION EAST BUILDING ELEVATION
SCALE: 1/8" = 1'-0"

WOOLSON BLOCK
 MAIN ST. & PARK ST. SPRINGFIELD VT, 05156

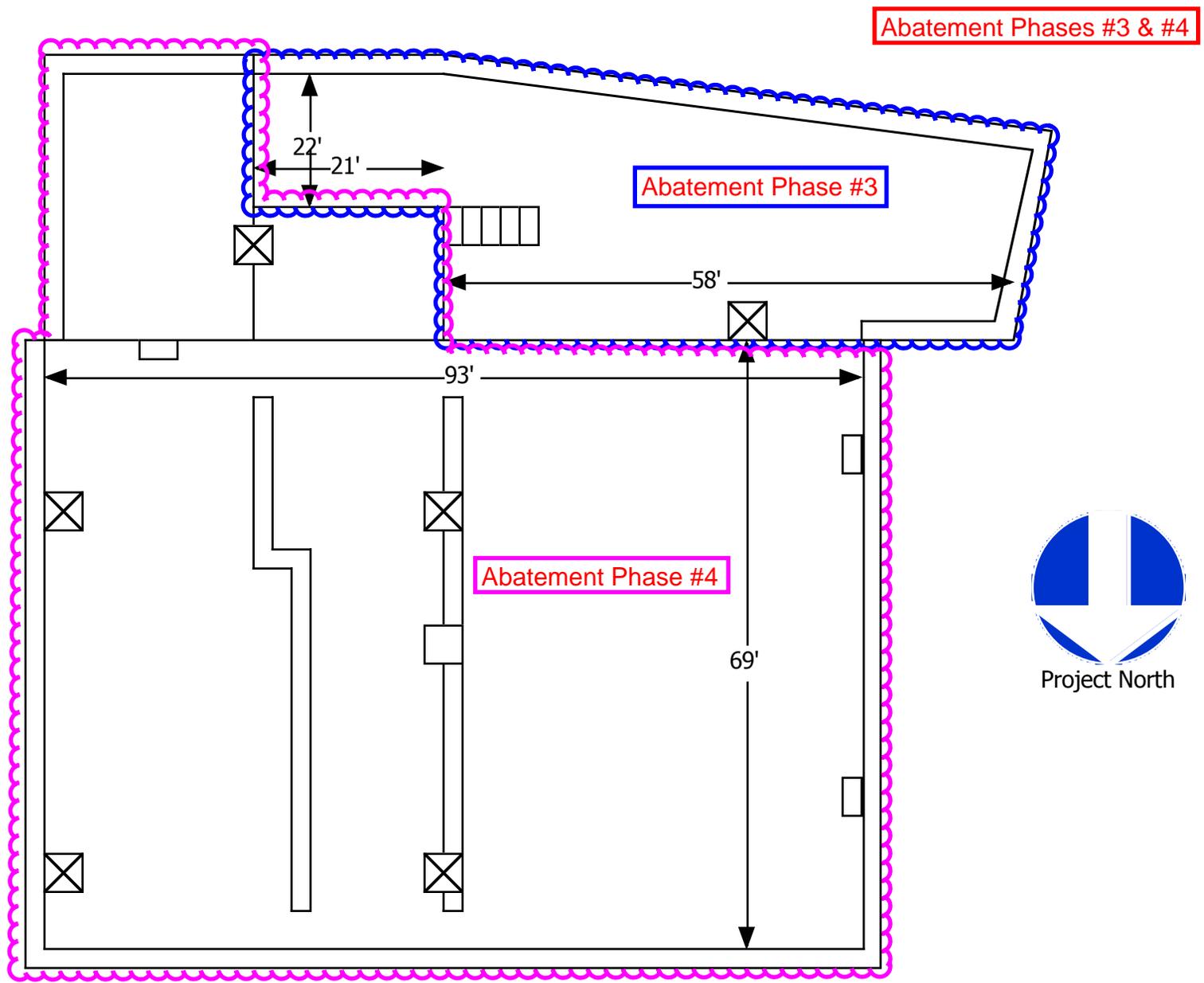
BLACK RIVER DESIGN

REVISIONS

SCALE: 1/8" = 1'-0"
 DATE: 05/20/2018
 DRAWN BY: [Name]
 CHECKED BY: [Name]

AD400

PRELIMINARY PRICING USE ONLY



Abatement Phases #3 & #4

Abatement Phase #3

Abatement Phase #4



Clay Point Associates, Inc.
 Project #13133
 October 11, 2017

Woolson Block - Roof Plan
 31 - 41 Main Street
 Springfield, Vermont

Asbestos Abatement
 Not to Scale
 Drawn by: Kyle Austin

Davis Bacon Provisions

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the RLF Recipient obtained under the procedures specified in Item 2, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. RLF Recipients shall require that the contractor and subcontractors include the name of the RLF Recipient employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) The RLF Recipient, on behalf of EPA, shall require that contracts and subcontracts entered into by borrowers and subgrantees provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve, upon the request of the RLF Recipient an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the RLF Recipient and the borrower or subgrantee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the RLF Recipient to the EPA Award Official. The Award Official will transmit the report, to the

Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, *and the RLF Recipient and borrower or subgrantee* do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the RLF Recipient shall provide a report on the disagreement which includes submissions by all interested parties to the EPA Award Official. The Award Official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Award Official or will notify the Award Official within the 30-day period that additional time is necessary. The Award Official will direct that the RLF Recipient take appropriate action to implement the Administrator's determination.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(1) Withholding. The RLF Recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause the borrower or subgrantee to withhold from the contractor under the affected contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or RLF Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the

Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the borrower or subgrantee and to the RLF Recipient who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the RLF Recipient for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the RLF Recipient.

(B) Each payroll submitted to the RLF Recipient shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, *Recipient, borrower or subgrantee*, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the

payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), *the RLF Recipient, borrower or subgrantee and EPA*, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The RLF Recipient shall upon written request from the Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld by the borrower or subgrantee, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the RLF Recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the RLF Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**CERTIFICATION FOR CONTRACTS., GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure.

Executed this _____ date of _____ 20____

By _____
(signature)

(typed or printed name)

(title, if any)

Covered Action: _____
(type and identity of program, project or activity)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List (Tel. (802)828-5060).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this _____ date of _____ 2006.

By _____
Signature

Title, if any

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CONTRACTOR'S AND SUBCONTRACTOR'S FINAL RELEASE
AND WAIVER OF LIEN

Contractor/Sub Contractor Name _____

Address _____

Phone _____

Subject to the receipt of \$ _____, for funds currently requested in payment of labor, subcontractors and/or materials furnished, the undersigned does hereby waive, release, and relinquish any and all claims, demands, and rights of lien for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the site hereinafter described, to wit:

(Project Name and Owner)

_____ as of _____
(City or Town, State) (Date)

The undersigned further warrants and represents that any and all valid labor, subcontractors and/or material and equipment described on behalf of the undersigned have been paid in full to the date of this waiver, or will be paid from the currently requested funds. This release becomes effective only upon receipt of the above amount.

Amount of Contract (including all approved change orders)	\$ _____
Total Paid to Date	\$ _____
Amount currently requested	\$ _____
Remaining Funds in Contract (after payment of this requisition)	\$ _____

By: _____
Contractor Name

Its Duly Authorized Agent

State of Vermont
County of _____, ss:

At _____ in said county on the _____ day of _____, 20____, personally appeared before me _____, duly authorized agent of _____, and acknowledged the foregoing Contractor's Final Release and Waiver of Lien to be his/her free act and deed and the free act and deed of _____.
Before me,

Notary Public
My commission expires _____.

Note: This lien waiver must be notarized by a Vermont notary.

CONTRACTOR'S PARTIAL RELEASE AND WAIVER OF LIEN

Contractor Name:
Address:
Phone:

For and in consideration of the anticipated receipt of \$____, in payment of labor and/or materials furnished, the sufficiency and anticipated receipt of which is hereby acknowledged, the undersigned does hereby waive, release, and relinquish any and all claims, demands, and rights of lien for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the site hereinafter described, to wit:

(Project Name and Owner)

as of:

(City or Town, State)

(Date)

The undersigned further warrants and represents that any and all valid labor and/or material and equipment described on behalf of the undersigned have been paid in full to the date of this waiver, or will be paid from these funds. The effective date of this lien waiver is the date that the check for payment of this requisition has cleared.

Amount of Contract (including all approved change orders)	\$
Total To Be Paid to Date (including this requisition)	\$
Remaining Funds in Contract (after payment of this requisition)	\$

By:

Contractor Name

Its Duly Authorized Agent

State of Vermont

County of _____, ss:

At _____ in said county on the ____ day of _____, 20____, personally appeared before me _____, duly authorized agent of _____, and acknowledged the foregoing Contractor's Partial Release and Waiver of Lien to be his/her free act and deed and the free act and deed of _____.

Before me,

Notary Public

My commission expires _____.

Note: This lien waiver must be notarized by a Vermont notary.

Davis Bacon Act

The Davis Bacon Act requires workers to receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are determined by the Department of Labor and are issued in the form of a Federal Wage Determination. Any HOME-assisted project with twelve or more HOME designated units will be required to comply with the Davis Bacon Act regardless of how the HOME funds are used. If projects include VCDP funds then the trigger for Davis Bacon compliance is 8 units.

The HOME program staff will provide grantees guidance, necessary forms and materials when the Davis Bacon Act applies to a project.

The following summarizes the requirements of the Davis Bacon Act:

- ⇒ Wages must be paid at least once a week and in full, making only those deductions that are permitted by the Secretary of Labor.
- ⇒ Must display the Secretary of Labor's Wage Poster and Wage Determination Poster in a conspicuous place at the work site.
- ⇒ Must permit monitoring of your compliance with Federal Labor Standards including spot checks on the job site. These will include VHCB staff interviews of employees.
- ⇒ Must complete a number of forms and records and submit them with disbursement requests:
 - weekly payroll sheet (HUD form WH-347)
 - Contractor's Certification prior to disbursement of funds.
 - Subcontractor's Certification prior to disbursement of funds.

Generally, in construction projects where there is a general contractor it will be the general contractor's responsibility to complete the pre-construction interview, random interviews, sample employee interviews, and the weekly payroll sheets. In those instances where the grantee is acting as the general contractor, the grantee will need to complete the necessary items. VHCB will offer assistance to ensure compliance with these requirements.

Davis Bacon does not apply to volunteer labor. A volunteer is someone who receives no compensation; or is paid only expenses, reasonable benefits or a nominal fee to perform services for which he or she volunteered; and is not otherwise employed at any time in the construction work.

Davis Bacon does not apply to members of an eligible family who provide labor in exchange for equity or rent.

_Roller.....	\$ 7.25
Roofer.....	\$ 7.25
Soft floor layer.....	\$ 7.25
Truck driver.....	\$ 7.25
Drywall hanger.....	\$ 7.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009
(exp. 12/31/2013)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential.

a. Project Name			2a. Employee Name		
b. Project Number			2b. Employee Phone Number (including area code)		
c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>		
a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Your job classification(s) (list all) — continue on a separate sheet if necessary

Your duties

Tools or equipment used

CONFIDENTIAL

	Y	N		Y	N
Are you an apprentice or trainee?	<input type="checkbox"/>	<input type="checkbox"/>	10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?	<input type="checkbox"/>	<input type="checkbox"/>
Are you paid for all hours worked?	<input type="checkbox"/>	<input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?	<input type="checkbox"/>	<input type="checkbox"/>

2a. Employee Signature	12b. Date
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3. Duties observed by the interviewer (Please be specific.)

4. Remarks

5a. Interviewer name (please print)	15b. Signature of interviewer	15c. Date of interview
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Payroll Examination

6. Remarks

17a. Signature of Payroll Examiner	17b. Date
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SPRINGFIELD HOUSING UNLIMITED

Woolson Block
31 – 41 Main Street
Springfield, Vermont
Removal of Asbestos Containing Materials
Bid Form
(1 of 10)

To :

Mr. Ted Samuelsen
Housing Vermont
100 Bank Street, Suite 400
Burlington, Vermont 05401

Proposal of :

Organized and Existing under
the laws of the State of :

Doing Business as a :

(corporation, partnership, sole proprietorship, etc.)

VT Business Account #
and Date of Registration
w/VT Secretary of State

Having carefully examined the October 11, 2017 Design Document for Removal of Asbestos Containing Materials and related attachments, as well as the premises and conditions affecting the Project, we the undersigned propose to furnish all necessary labor, equipment, and materials for construction and completion of the Project.

By submission of this Bid Form, we certify that the Bid Prices have been arrived at independently, without consultation, communication, or agreement as to any matter relating to the Project, with any other Bidder, or with any other competitor.

We propose to perform the Project in strict accordance with the Design Document for Removal of Asbestos Containing Materials, related attachments, and all applicable Federal, State, and Local Regulations at the price stated below.

SPRINGFIELD HOUSING UNLIMITED

Woolson Block
31 – 41 Main Street
Springfield, Vermont
Removal of Asbestos Containing Materials
Bid Form
(2 of 10)

Bid Price

Owner requests a lump sum bid price for performance of the Project. The following briefly describes the bid price requested:

BASE BID –Phase #1

The Project shall be removal of all designated asbestos containing materials from within the Woolson Block, 31 – 41 Main Street, Springfield, Vermont. All work shall be performed in accordance with the October 11, 2017 Design Document for Removal of Asbestos Containing Materials, and all applicable Federal, State, and Town of Springfield regulations. The Design Document approximately describes asbestos materials and quantities to be removed (Table 1) as well as certain technical requirements. Relevant site conditions were described and shown during the October 11, 2017 pre-bid conference. The specific boundaries of the Phase #1 abatement work areas were described and shown during the October 11, 2017 site inspection, and are indicated on the Asbestos Abatement Drawings (Phase #1). The Project shall be performed in accordance with Owner's specified Timeframe as detailed in the Design Document. Clearance air sample collection shall be performed in accordance with V.S.A. Title 18, Chapter 26, Vermont Regulations for Asbestos Control (VRAC). Clearance air samples shall be analyzed by Phase Contrast Microscopy (PCM). The clearance procedure following Section asbestos removal activities shall be a comprehensive visual inspection. All professional activities related to the Project shall be performed by Owner's Representative. When developing their bid price, Bidder's shall include the cost for carrying asbestos liability insurance and appropriate Town of Springfield building permit (if applicable).

Total of Base Bid, Phase #1:

_____ (written)

\$ _____ (figures)

Name of Bidder: _____

SPRINGFIELD HOUSING UNLIMITED

Woolson Block
31 – 41 Main Street
Springfield, Vermont
Removal of Asbestos Containing Materials
Bid Form
(3 of 10)

Bid Price

Owner requests a lump sum bid price for performance of the Project. The following briefly describes the bid price requested:

BASE BID –Phase #2

The Project shall be removal/repair of all designated asbestos containing caulking materials at the exterior of the Woolson Block, 31 – 41 Main Street, Springfield, Vermont. All work shall be performed in accordance with the October 11, 2017 Design Document for Removal of Asbestos Containing Materials, and all applicable Federal, State, and Town of Springfield regulations. The Design Document approximately describes asbestos materials and quantities to be removed (Table 1) as well as certain technical requirements. Relevant site conditions were described and shown during the October 11, 2017 pre-bid conference. The specific boundaries of the Phase #2 abatement work areas were described and shown during the October 11, 2017 site inspection, and are indicated on the Asbestos Abatement Drawing (Phase #2). The Project shall be performed in accordance with Owner's specified Timeframe as detailed in the Design Document. Contractor shall submit a request to the Vermont Department of Health in accordance with V.S.A. Title 18, Chapter 26, Vermont Regulations for Asbestos Control (VRAC), to waive performance of clearance air sample collection/analysis. The clearance procedure following removal/repair of asbestos containing caulking materials shall be a comprehensive visual inspection. All professional activities related to the Project shall be performed by Owner's Representative. When developing their bid price, Bidder's shall include the cost for carrying asbestos liability insurance and appropriate Town of Springfield building permit (if applicable).

Total of Base Bid, Phase #2:

_____ (written)

\$ _____ (figures)

Name of Bidder: _____

SPRINGFIELD HOUSING UNLIMITED

Woolson Block
31 – 41 Main Street
Springfield, Vermont
Removal of Asbestos Containing Materials
Bid Form
(4 of 10)

Bid Price

Owner requests a lump sum bid price for performance of the Project. The following briefly describes the bid price requested:

BASE BID –Phase #3

The Project shall be removal of all designated asbestos containing roofing materials from the lower southwest roof at the Woolson Block, 31 – 41 Main Street, Springfield, Vermont. All work shall be performed in accordance with the October 11, 2017 Design Document for Removal of Asbestos Containing Materials, and all applicable Federal, State, and Town of Springfield regulations. The Design Document approximately describes asbestos materials and quantities to be removed (Table 1) as well as certain technical requirements. Relevant site conditions were described and shown during the October 11, 2017 pre-bid conference. The specific boundaries of the Phase #3 abatement work area were described and shown during the October 11, 2017 site inspection, and are indicated on the Asbestos Abatement Drawing (Phase #3 & #4). The Project shall be performed in accordance with Owner's specified Timeframe as detailed in the Design Document. The clearance procedure following removal of asbestos containing roofing materials shall be a comprehensive visual inspection. All professional activities related to the Project shall be performed by Owner's Representative. When developing their bid price, Bidder's shall include the cost for carrying asbestos liability insurance and appropriate Town of Springfield building permit (if applicable).

Total of Base Bid, Phase #3:

_____ (written)

\$ _____ (figures)

Name of Bidder: _____

SPRINGFIELD HOUSING UNLIMITED

Woolson Block
31 – 41 Main Street
Springfield, Vermont
Removal of Asbestos Containing Materials
Bid Form
(5 of 10)

Bid Price

Owner requests a lump sum bid price for performance of the Project. The following briefly describes the bid price requested:

BASE BID –Phase #4

The Project shall be removal of all designated asbestos containing roofing materials from the main roof, the lower southeastern roof, and the roof below the wood framed/sided structure adjacent to the lower southeast roof at the Woolson Block, 31 – 41 Main Street, Springfield, Vermont. All work shall be performed in accordance with the October 11, 2017 Design Document for Removal of Asbestos Containing Materials, and all applicable Federal, State, and Town of Springfield regulations. The Design Document approximately describes asbestos materials and quantities to be removed (Table 1) as well as certain technical requirements. Relevant site conditions were described and shown during the October 11, 2017 pre-bid conference. The specific boundaries of the Phase #4 abatement work area were described and shown during the October 11, 2017 site inspection, and are indicated on the Asbestos Abatement Drawing (Phase #3 & #4). The Project shall be performed in accordance with Owner's specified Timeframe as detailed in the Design Document. The clearance procedure following removal of asbestos containing roofing materials shall be a comprehensive visual inspection. All professional activities related to the Project shall be performed by Owner's Representative. When developing their bid price, Bidder's shall include the cost for carrying asbestos liability insurance and appropriate Town of Springfield building permit (if applicable).

Total of Base Bid, Phase #4:

_____ (written)

\$ _____ (figures)

Name of Bidder: _____

SPRINGFIELD HOUSING UNLIMITED

Woolson Block
31 – 41 Main Street
Springfield, Vermont
Removal of Asbestos Containing Materials
Bid Form
(6 of 10)

Bid Price

Owner requests a lump sum bid price for performance of the Project. The following briefly describes the bid price requested:

Add Alternate #1

The Project shall be demolition of the shed structure located at the 3rd floor level that is accessed from the roof at the southeast corner of the Woolson Block, 31 – 41 Main Street, Springfield, Vermont. All waste generated during demolition activities shall be placed into General Contractors dumpster for disposal at General Contractors expense. All work shall be performed in accordance with the October 11, 2017 Design Document for Removal of Asbestos Containing Materials, and all applicable Federal, State, and Town of Springfield regulations. Relevant site conditions were described and shown during the October 11, 2017 pre-bid conference. The specific boundaries of the Add Alternate #1 work area were described and shown during the October 11, 2017 site inspection. The Project shall be performed in accordance with Owner's specified Timeframe as detailed in the Design Document. When developing their bid price, Bidder's shall include the cost for carrying appropriate Town of Springfield building permit (if applicable).

Total of Add Alternate #1:

(written)

\$ _____
(figures)

Name of Bidder: _____

SPRINGFIELD HOUSING UNLIMITED

Woolson Block
31 – 41 Main Street
Springfield, Vermont
Removal of Asbestos Containing Materials
Bid Form
(7 of 10)

Rate Sheet

Bidder shall provide the following prices in the event time and materials asbestos work shall be required.

Asbestos Abatement Worker (weekdays) (including insurance, administrative, overhead & profit)	\$ _____ /hour
Asbestos Abatement Worker (weekends) (including insurance, administrative, overhead & profit)	\$ _____ /hour
Asbestos Abatement Supervisor (weekdays) (including insurance, administrative, overhead & profit)	\$ _____ /hour
Asbestos Abatement Supervisor (weekends) (including insurance, administrative, overhead & profit)	\$ _____ /hour
Travel (Worker, at all times)	\$ _____ /hour
Travel (Supervisor, at all times)	\$ _____ /hour
Mileage	\$ _____ /mile
Transportation and Disposal of Asbestos Waste	\$ _____ / bag \$ _____ / cu. yd.
Personal Air Sample Collection and Analysis (PCM)	\$ _____ /sample
Contractor Asbestos Liability Insurance (\$1 M limit)	\$ _____ % of project cost
Use of Negative Pressure Filtration Unit	\$ _____ /day
Use of Vacuum (Wet or Dry) with HEPA Filtration	\$ _____ /hour
Standard Glovebag	\$ _____ / glovebag

Name of Bidder: _____

SPRINGFIELD HOUSING UNLIMITED

Woolson Block
31 – 41 Main Street
Springfield, Vermont
Removal of Asbestos Containing Materials
Bid Form
(8 of 10)

Rate Sheet (cont.)

Disposable Protective Coveralls and Gloves	\$ _____ /set
HEPA Cartridges for 1/2 Face Negative Pressure Resp.	\$ _____ /set
Poly Sheeting (6 mil., 20 x 100)	\$ _____ /roll
Labeled Asbestos Disposal Bags (6 mil.)	\$ _____ /bag
Duct Tape (2 in. x 60 yds.)	\$ _____ /roll
Duct Tape (3 in. x 60 yds.)	\$ _____ /roll
Spray Adhesive	\$ _____ /can
Surfactant	\$ _____ /gallon
Disposable Towels/Rags	\$ _____ /box

Material and Equipment figures include the following markup _____ %

Name of Bidder: _____

SPRINGFIELD HOUSING UNLIMITED

Woolson Block

31 – 41 Main Street

Springfield, Vermont

Removal of Asbestos Containing Materials

Bid Form

(9 of 10)

In addition, Bidder _____ provide a performance bond in the amount of 100% of the sum of their bid price (please fill in the word "can" or "cannot").

If Bidder can provide a performance bond, Bidder shall provide the cost to Owner on the following line. If Bidder cannot provide a performance bond, Bidder shall write n/a on the following line:

Performance Bonding (100% of contract amount) _____ % of project cost

Name of Bidder: _____

SPRINGFIELD HOUSING UNLIMITED

Woolson Block
31 – 41 Main Street
Springfield, Vermont
Removal of Asbestos Containing Materials
Bid Form
(10 of 10)

We acknowledge receipt of the following addenda:

The prices stated above shall be valid for _____ days after the date below (minimum, one hundred and eighty (180) days).

Respectfully Submitted:

Signature of Officer

Name of Officer

Title of Officer

Name of Asbestos Abatement Entity

Street Address

City, State, and Zip Code

Telephone Number

E-Mail Address

Date

Affix Seal if Bid is by a Corporation